



DAVID SANDERS, PH.D  
DIRECTOR

April 20, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**County of Los Angeles**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
425 Shatto Place, Los Angeles, California 90020

Board of Supervisors  
GLORIA MOLINA  
First District  
YVONNE BRATHWAITE BURKE  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

**REQUEST TO APPROVE MESSENGER SERVICES CONTRACT WITH  
JOHN J. DIAZ, D/B/A JD ATTORNEY AND MESSENGER SERVICE  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that services provided under the attached Proposition A (Prop A) Contract continue to be more economically performed by Contractor than by County employees (Attachment A, Prop A Analysis).
2. Approve and instruct the Chair to sign the attached Contract (Attachment B) with John J. Diaz, d/b/a JD Attorney & Messenger Service, commencing May 1, 2004 through April 30, 2005, with two one-year extension options to extend the Contract through April 2007, for provision of messenger services for the Department of Children and Family Services (DCFS). The maximum annual contract sum is \$215,868. The maximum contract sum, assuming the two one-year extension options are exercised, is \$647,604. The cost of the Contract is financed using 55% Federal revenue, 32% State revenue and 13% net County cost. Sufficient funding is included in the FY 2003-04 Adopted Budget and the FY 2004-05 Proposed County Budget.
3. Delegate authority to the Director of DCFS, or his designee, to execute amendments to increase or decrease the contract sum of the Contract by no more than ten percent (10%) of the original maximum contract sum to accommodate any unanticipated need for increased/decreased services provided: (a) sufficient funding is available; (b) prior County Counsel and Chief Administrative Office (CAO) approval is obtained; and (c) the Director of DCFS notifies the Board and the CAO in writing within ten workdays of execution of such amendment.

4. Delegate authority to the Director of DCFS, or his designee, to exercise the two one-year extension options, in accordance with the term of the Contract, provided: (a) sufficient funding is available; (b) prior CAO approval is obtained; and (c) the Director of DCFS notifies the Board and the CAO in writing within ten workdays of execution of such amendment.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The current messenger services contract expires on April 30, 2004. The purpose of the recommended actions is to provide uninterrupted countywide messenger services to ensure the transportation of documents between various DCFS offices, the Edmund D. Edelman Children's Court, and case storage facilities. These documents include case files, correspondence, court reports, and miscellaneous mail.

Execution of the Contract will enable the Department to continue to contract for messenger services to ensure daily pickup and deliveries and timely processing of mail and case files.

#### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the County Strategic Plan. The continued contracting for messenger services is consistent with Goal #4 (Fiscal Responsibility).

#### **FISCAL IMPACT/FINANCING**

The Contract is a fixed fee contract; the monthly fixed fee is \$17,989. The cost of the contract is financed using 55% Federal revenue, 32% State revenue, and 13% net County cost. The maximum contract sum for the three-year term of the Contract is \$647,604 (\$356,182 federal, \$207,233 State and \$84,189 net County cost). The maximum annual contract amount for each of the three years is \$215,868 (\$118,727 federal, \$69,078 State and \$28,063 net County cost). Sufficient funding is included in the FY 2003-04 Adopted Budget (\$35,978) and FY 2004-05 Proposed County Budget (\$215,868).

The gross savings resulting from contracting out for messenger services is \$243,638 annually and \$730,914 over the three-year term of the Contract. The savings to the County is \$31,673 annually and \$95,018 over the life of the Contract.

#### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Messenger services are currently being provided by California Courier Services, Inc., d/b/a Consolidated Routing. The Contract was scheduled to expire on October 31, 2003. The department received approval from the California Department of Social Services to extend the

Contract for six additional months to allow DCFS sufficient time to complete a new RFP. In October, 2003, your Board approved extending the Contract to April 30, 2004. The current Proposition A Contract with California Courier Services, Inc., d/b/a Consolidated Routing, will expire on April 30, 2004.

The Contract incorporates language currently required in all County contracts including the Safely Surrendered Baby Law. The Contractor is in compliance with all Board, CAO and County Counsel requirements. The Contract expressly provides that the County has no obligation to pay for expenditures beyond the maximum contract amount. Further, the contractor will not be asked to perform services that exceed the contract amount, scope of work, or contract dates.

The Department has reviewed and assessed the proposed contractor's past performance history of labor law violations and experiences with other County contracts, and the Contractor does not have any past violations. Auditor-Controller approval of the Prop A cost analysis is not required since the Contract amount is less than \$1 million; however the CAO did approve the analysis.

The CAO and County Counsel have reviewed this Board Letter. The Contract has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

The most responsive and responsible proposer who satisfied all requirements of the RFP was selected based on a Request for Proposals (RFP) released on February 11, 2004. Ads were placed in the L.A. Times, the Daily Journal, the Los Angeles Sentinel, and the Eastside Sun. Notices were sent to approximately 164 vendors and a notice was posted on the County's website. Twenty (20) proposers were qualified to submit proposals because they attended the mandatory proposer's conference. Five (5) of the 20 qualified proposers submitted proposals. Of the five proposals that were evaluated, John J. Diaz, d/b/a JD Attorney & Messenger Service, received the highest score and was selected for recommendation for award of the Contract. All other proposers were notified about not being selected and no protest letters were received. The solicitation and contracting process complies with all regulations of Chapter 2.121,250, Contracting with Private Businesses of the County Code.

The award of this Contract will not result in the unauthorized disclosure of confidential information and is in full compliance with all Federal, State, and County regulations. There will be no reduction in the quality of service and the County's ability to respond to emergencies will not be impaired. All requirements of Los Angeles County Code Section 2.121.380 have been met.

The Honorable Board of Supervisors  
April 20, 2004  
Page 4

The Department has evaluated and determined that the contractor fully complies with the requirements of the Living Wage Program (County Code, Chapter 2.201) and agrees to pay a living wage to its full-time and part-time employees while providing County services.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of this Contract will allow for the continuation of messenger services for DCFS.

**CONCLUSION**

Upon approval and execution by the Board of Supervisors, it is requested that the Executive Officer-Clerk of the Board send an adopted copy of the Board Letter and the Contract to the following:

Department of Children and Family Services  
Counsel  
Contract Management Services  
Walter Chan, Manager  
425 Shatto Place, Room 400  
Los Angeles, CA 90020

Kathy Bramwell, Deputy County  
Office of County Counsel  
201 Centre Plaza Drive, Basement  
Monterey Park, CA 91754

John J. Diaz, d/b/a JD Attorney & Messenger Service  
2690 W. Pico Blvd.  
Los Angeles, CA 90006

Respectfully submitted,

David Sanders, Ph.D  
Director

DS:WC:RR

Attachments (2)

c: Chief Administrative Officer  
County Counsel

**MESSENGER SERVICES PROPOSITION A ANALYSIS**  
For the Period of 5/2004-4/2007

	Item Number	Monthly Salary	Number of Pos.	Year 1
<b>DIRECT COST:</b>				
<b>Salaries &amp; EBs</b>				
Transportation & Services Supervisor	5976	3,470.00	1	41,640
Medium Truck Driver-(6)	6049	2,815.00	7	236,460
Total Gross Salaries			<u>8</u>	<u>278,100</u>
Less Salary Savings @ 5%				<u>(13,905)</u>
Adjusted Salaries				264,195
Add Employee Benefits @ 30%				<u>79,259</u>
<b>Total Salaries &amp; EBs</b>				<b>343,454</b>
<b>Services &amp; Supplies</b>				
<i>One Time Only Needs</i>				
Vehicles (3 Vans, 3 Pickup Trucks with Bed Enclosure)-(1)(4)				32,500
Drivers' Equipment (1 Handcart for each driver)-(1)				1,200
Personal Computer (1 @ \$2,774 each; includes Monitor and Printer)-(1)				925
Fax Machines (1 @ \$1,500 each)-(1)				500
Shelving and Tenant Improvements (\$4 per square ft.)-(1)				1,067
Office Furniture (1 Desks, 3 Chairs)-(1)				589
Warehouse Equipment (2 Mail Bags and 5 Mail Bins for each of 52 locations)-(1)				3,467
Sub-Total One Time Needs				<u>40,248</u>
<i>Ongoing Needs</i>				
Fuel and Maintenance-(3)				63,504
Computer Support - Excess User ID (\$85/FTE per month)				1,020
Telephone (\$70/FTE per month)				840
Office and Warehouse Utilities (total sq. ft. x \$0.035)				336
General Office Supplies (\$75/FTE per month)				900
Fire and Security Equipment and Monitoring (24x7 by Securitas @ \$125 per month)-(2)				1,500
Office Space (200 sq. ft. @1.35/sq. ft./FTE per month)				3,240
Warehouse Space (600 sq. ft. @ \$0.62/sq. ft. per month)				4,464
Sub-Total Ongoing Needs				<u>75,804</u>
Total Services & Supplies				116,052
<b>Total Direct Cost</b>				<b>459,506</b>
<b>Total Estimated Actual Avoidable Costs</b>				<b>459,506</b>
<b>Annual Contract Amount-(5)</b>				<b>215,868</b>
<b>Annual Contract Savings/(Deficit)</b>				<b>243,638</b>

- (1) The total cost was allocated over 3 years.
- (2) Projected Annual Contract Cost for Fire/Security Services by Securitas (formerly Burns Pinkerton Security).
- (3) Per ISD, Average Costs per vehicle per month (not including ISD Service Fee).
- (4) Per DCFS Procurement, price of a commercial van is \$18,000; small pickup truck is \$13,000 w/o enclosure.
- (5) Per Contracts, Maximum Annual Contract Sum is \$215,868 per year (\$17,989 per month).
- (6) Per Contracts, services are 24 x 5 and part-time on the weekend.

	Total	Subvention Fed/St (87%)	County (13%)
12 Months Avoidable Cost	459,506	399,770	59,736
12 Months <b>Anticipated</b> Agreement Cost (3)	215,868	187,805	28,063
12 Months Contract Savings/(Deficit)	<u>243,638</u>	<u>211,965</u>	<u>31,673</u>
36 Months Avoidable Cost	1,378,518	1,199,311	179,207
36 Months <b>Anticipated</b> Agreement Cost (3)	647,604	563,415	84,189
36 Months Contract Savings/(Deficit)	<u>730,914</u>	<u>635,896</u>	<u>95,018</u>

**CONTRACT**  
**BY AND BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**  
**AND**  
**JOHN J. DIAZ d/b/a**  
**JD ATTORNEY & MESSENGER SERVICE**  
**FOR**  
**MESSENGER SERVICES**

**May 2004**

**JOHN J. DIAZ d/b/a JD ATTORNEY & MESSENGER SERVICE  
MESSENGER SERVICES CONTRACT  
TABLE OF CONTENTS**

1.0	APPLICABLE DOCUMENTS AND DEFINED TERMS.....	2
2.0	CONTRACTOR’S WORK.....	3
3.0	TERM AND TERMINATION.....	3
4.0	CONTRACT SUM .....	3
5.0	PAYMENTS AND INVOICES.....	4
6.0	RECORDS AND AUDITS.....	6
7.0	AUDIT SETTLEMENT.....	7
8.0	INDEMNIFICATION .....	8
9.0	GENERAL INSURANCE REQUIREMENTS .....	8
10.0	INSURANCE COVERAGE REQUIREMENTS: .....	10
11.0	NOTICES .....	11
12.0	CHANGES AND AMENDMENTS .....	12
13.0	ASSIGNMENT/DELEGATION OF RIGHTS .....	13
14.0	SUBCONTRACTING.....	14
15.0	INDEPENDENT CONTRACTOR STATUS .....	15
16.0	COVENANT AGAINST CONTINGENT FEES.....	15
17.0	DISCLOSURE OF INFORMATION.....	15
18.0	COMPLIANCE WITH APPLICABLE LAWS .....	16
19.0	COMPLIANCE WITH CIVIL RIGHTS LAWS.....	17
20.0	NON-DISCRIMINATION IN EMPLOYMENT .....	17
21.0	CLIENT GRIEVANCES.....	18
22.0	EVENTS OF DEFAULT.....	18
23.0	TERMINATION FOR CONTRACTOR’S DEFAULT .....	19
24.0	TERMINATION FOR IMPROPER CONSIDERATION .....	20
25.0	TERMINATION FOR CONVENIENCE.....	20
26.0	CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	21
27.0	LIMITATION OF COUNTY’S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS.....	22
28.0	CONFLICT OF INTEREST.....	23
29.0	EMPLOYEE BENEFITS AND TAXES.....	23
30.0	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....	23
31.0	CONFIDENTIALITY .....	24
32.0	CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW .....	24
33.0	EMPLOYMENT ELIGIBILITY VERIFICATION .....	25
34.0	CRIMINAL CLEARANCES.....	25
35.0	CHILD SUPPORT COMPLIANCE PROGRAM .....	27
36.0	FORMER FOSTER YOUTH CONSIDERATION.....	28
37.0	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS.....	29

38.0	CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT.....	29
39.0	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE.....	31
40.0	NOTICE OF DELAYS.....	31
41.0	USE OF RECYCLED-CONTENT PAPER.....	31
42.0	PROPRIETARY RIGHTS.....	31
43.0	FIXED ASSETS.....	33
44.0	CHILD ABUSE PREVENTION REPORTING.....	33
45.0	COMMUNITY BUSINESS ENTERPRISES PROGRAM.....	33
46.0	AUTHORIZATION WARRANTY.....	34
47.0	DISPUTE RESOLUTION PROCEDURE.....	34
48.0	COMPLIANCE WITH JURY SERVICE PROGRAM.....	35
49.0	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	36
50.0	CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	36
51.0	MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN.....	37
52.0	COMPLIANCE WITH LIVING WAGE PROGRAM.....	37
53.0	INTERPRETATION OF CONTRACT.....	42

- Exhibit A - Statement of Work
- Exhibit A-1 - Pickup and Delivery Locations
- Exhibit A-2 - Mail Pickup Transmittal Form
- Exhibit A-3 - Performance Requirements Summary
- Exhibit A-4 - User Complaint Report Form
- Exhibit B-1 - Pricing Schedule
- Exhibit B-2 - Budget
- Exhibit C - Certification of Independent Price Determination
- Exhibit D - Contractor's Equal Employment Opportunity (EEO) Certification
- Exhibit E-1 - Community Business Enterprise Program (CBE) Firm/Organization Information
- Exhibit E-2 - CBE Program Application for Participation
- Exhibit F - Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement
- Exhibit G - Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit H - Internal Revenue Service Notice 1015
- Exhibit I - Child Support Compliance Program Certification
- Exhibit J - Contractor Employee Jury Service (Los Angeles County Jury Service Program)
- Exhibit K - Jury Service Program Application for Exemption and Certification
- Exhibit L - Safely Surrendered Baby Law Fact Sheet
- Exhibit M - Non-Employee Injury Report

- Exhibit N - Living Wage Ordinance
- Exhibit O - Living Wage Ordinance Acknowledgement and Statement of Compliance
- Exhibit P - Contractor Living Wage Declaration and Application for Exemption
- Exhibit Q - Contractor Staffing Plan

**CONTRACT  
FOR  
MESSENGER SERVICES**

This Contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2004, by and between

County of Los Angeles  
hereinafter referred to as  
"COUNTY"

and

John J. Diaz d/b/a  
JD Attorney & Messenger Service  
hereinafter referred to as  
"CONTRACTOR".

W I T N E S S E T H

WHEREAS, pursuant to Los Angeles County Code Sections 2.121.250 et seq., COUNTY is permitted to contract with private business when, as here, COUNTY determines that the services can be performed more economically by a CONTRACTOR than by COUNTY employees, and

WHEREAS, CONTRACTOR has submitted an offer to COUNTY for provision of such services and based on competitive sealed bidding under Los Angeles County Code section 2.121.320, CONTRACTOR has been selected for recommendation for award of this Contract, and

WHEREAS, pursuant to Government Code Sections 26227, 31000 and 53703, COUNTY is permitted to contract for services, and

WHEREAS, the CONTRACTOR desires to provide county-wide Messenger Service for the Department of Children and Family Services (DCFS); and

WHEREAS, COUNTY has determined that the services to be provided under this Contract are vital and necessary to ensure the timely circulation of DCFS documents; and

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

## 1.0 APPLICABLE DOCUMENTS AND DEFINED TERMS

- 1.1 This Contract, and the Exhibits hereto, constitute the complete and exclusive statement of understanding between the parties, which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Contract.
- 1.2 Exhibits A, A-1, A-2, A-3, A-4, B-1, B-2, C, D, E-1, E-2, F, G, H, I, J, K, L, M, N, O, P, and Q set forth below are attached to and incorporated by reference in this Contract.
- 1.3 In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Contract, and then to the Exhibits according to the following priority:

- Exhibit A Statement of Work
- Exhibit A-1 Pickup and Delivery Locations
- Exhibit A-2 Mail Pickup Transmittal Form
- Exhibit A-3 Performance Requirements Summary
- Exhibit A-4 User Complaint Report Form
- Exhibit B-1 Pricing Schedule
- Exhibit B-2 Budget
- Exhibit C Certification of Independent Price Determination
- Exhibit D Contractor's Equal Employment Opportunity (EEO) Certification
- Exhibit E-1 Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form (CBE)
- Exhibit E-2 CBE Certification Application for Participation
- Exhibit F Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement
- Exhibit G Auditor-Controller Contract Accounting and Administration Handbook
- Exhibit H Internal Revenue Service Notice 1015
- Exhibit I Child Support Compliance Program Certification
- Exhibit J Contractor Employee Jury Service (Jury Service Program)
- Exhibit K Jury Service Program Application for Exemption and Certification
- Exhibit L Safely Surrendered Baby Law Fact Sheet
- Exhibit M Non-Employee Injury Report
- Exhibit N Living Wage Ordinance
- Exhibit O Living Wage Ordinance Acknowledgement and Statement of Compliance
- Exhibit P Contractor Living Wage Declaration and Application for Exemption
- Exhibit Q Model Contractor Staffing Plan

## **2.0 CONTRACTOR'S WORK**

- 2.1 Pursuant to the provisions of this Contract, CONTRACTOR shall provide COUNTY with Messenger Services as defined herein and as more fully set forth in Exhibit A, Statement of Work. CONTRACTOR warrants that it possesses the competence, expertise, equipment, and personnel necessary to provide such services.
- 2.2 If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

## **3.0 TERM AND TERMINATION**

- 3.1 The term of this Contract shall commence on May 1, 2004 or date of approval by COUNTY Board of Supervisors, hereinafter referred to as the "Board", whichever is later, and shall continue through April 30, 2005, unless terminated earlier as provided herein.
- 3.2 The term of this Agreement may be extended beyond the stated expiration date, for up to two (2) one-year periods, to be exercised by written notice by the Director to CONTRACTOR, prior to the expiration date, after Chief Administrative Office approval.

## **4.0 CONTRACT SUM**

- 4.1 COUNTY and CONTRACTOR agree that this is a firm-fixed price contract. During the term of this Contract, COUNTY shall compensate CONTRACTOR for the services set forth in Exhibit A, Statement of Work, and at the rate of compensation set forth in Exhibit B-1, Pricing Schedule.
- 4.2 The total amount payable under this Contract is \$647,604.00, hereinafter referred to as "Maximum Contract Sum". The maximum amount payable under this Contract for each of the Contract years shall not exceed \$215,868.00, hereinafter referred to as "Maximum Annual Contract Sum".
- 4.3 CONTRACTOR has prepared and submitted to COUNTY a budget segregating direct and indirect costs and profit for the work to be performed by CONTRACTOR under this Contract, hereinafter referred to as "Budget". Budgeted expenses shall be reduced by applicable CONTRACTOR revenues, which are identified thereon. The line items shall provide sufficient detail to determine the quality and quantity of services to be delivered. This Budget is attached hereto and incorporated by reference herein as Exhibit B-2, Budget. CONTRACTOR represents and warrants that the Budget is true and correct in all respects, and services shall be delivered hereunder in accordance with the Budget. In the event the Maximum Contract Sum is

increased pursuant to Section 12.0, Changes and Amendments, hereof, CONTRACTOR shall prepare and submit an amended Budget.

## **5.0 PAYMENTS AND INVOICES**

- 5.1 CONTRACTOR shall be paid for services provided on a monthly basis.
- 5.2 CONTRACTOR shall submit an invoice in arrears for services rendered in the previous month. All invoices should be received within thirty (30) days of the last day of the previous month but may be received later than thirty (30) days, at COUNTY's sole discretion, as long as sufficient funds remain available under the Contract.
- 5.3 CONTRACTOR shall submit the original monthly invoice to the DCFS Finance Services Division ("Finance") and one copy to the Program Manager for review and approval.

CONTRACTOR shall send original invoices to be approved to:

County of Los Angeles  
Department of Children and Family Services  
Attention: Head, Contract Accounting Section  
425 Shatto Place, Room 204  
Los Angeles, California 90020

And a duplicate copy of the invoices to:

Jean Lee, Program Manager  
County of Los Angeles  
Department of Children and Family Services  
501 Shatto Place, 3<sup>rd</sup> Floor  
Los Angeles, CA 90020

- 5.4 Upon receipt of CONTRACTOR's monthly invoice, Finance shall forward the invoice to the Program Manager, or designee, for review and approval. The Program Manager, or designee, shall review the detailed charges to ensure charges are in accordance with the Contract terms and that invoiced services have been received.
- 5.5 Upon approval of the monthly invoice, the Program Manager, or designee, shall forward the invoice to Finance for payment.
- 5.6 Payment to CONTRACTOR will be made in arrears on a monthly basis for services performed, provided that the CONTRACTOR is not in default under any provision of this Contract. COUNTY shall authorize payment within thirty (30) days following receipt of invoice, provided that all work performed during the preceding month has been reviewed, accepted, signed and dated by the

Program Manager or designee. COUNTY has no obligation to pay for any work except those services expressly authorized by this Contract.

- 5.6.1 CONTRACTOR shall submit no later than 60 days after the end of each contract year all past due invoices, including the final invoice for the final month of the term of this Agreement. If CONTRACTOR cannot meet this timeframe, CONTRACTOR must provide a written explanation to the Head of Contract Accounting Section, Finance Services Division, indicating the reason for the delayed submission, estimated reimbursement amount and expected date of submission of the final invoice. All such services rendered by CONTRACTOR shall be paid in accordance with Exhibit B-1, Pricing Schedule.
- 5.7 In compliance with Internal Revenue Service (IRS) requirements, CONTRACTOR shall provide CONTRACTOR's Tax Identification Number. COUNTY shall make no payment to CONTRACTOR without the Tax Identification Number.
- 5.8 CONTRACTOR is responsible for the accuracy of invoices submitted to COUNTY. Further, it is the responsibility of CONTRACTOR to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by CONTRACTOR and to notify COUNTY of any overpayments received by CONTRACTOR. Overpayment received by CONTRACTOR, as determined by Program Manager, or designee, shall be returned to COUNTY by CONTRACTOR within thirty (30) days of receiving notification of such overpayment from the COUNTY, or may be set off at COUNTY's election against future payments due CONTRACTOR. Notwithstanding any other provision of this Contract, CONTRACTOR shall return to COUNTY any and all payments which exceed the Maximum Contract Sum. Furthermore, CONTRACTOR shall return said payments within thirty (30) days of receiving notification of overpayment from the COUNTY or immediately upon discovering such overpayment, whichever date is earlier.
- 5.9 CONTRACTOR shall not be paid for expenditures beyond the Maximum Contract Sum, and CONTRACTOR agrees that COUNTY has no obligation, whatsoever, to pay for any expenditures by CONTRACTOR that exceed the Maximum Contract Sum.
- 5.10 CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payment and Invoices, and 11.0, Notices, of this Contract, when expenditures under this Contract total seventy-five (75%) of the Maximum Contract Sum. Furthermore, CONTRACTOR shall notify COUNTY, in the manner set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices, of this Contract, when this Contract is within six (6) months of expiration. CONTRACTOR shall send these notices to those persons and addresses which are set forth in Sections 5.0, Payments and Invoices, and 11.0, Notices.

- 5.11 CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment, it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

## **6.0 RECORDS AND AUDITS**

- 6.1 CONTRACTOR shall maintain accurate and complete financial records of all its activities and operations relating to this Contract in accordance with generally accepted accounting principles and which meet the requirements for contract accounting described in the Auditor-Controller Contract Accounting and Operating Handbook, attached hereto as Exhibit G. CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract.
- 6.2 CONTRACTOR agrees that COUNTY and its authorized representatives, the State of California and its authorized representatives, and the Federal Government and its authorized representatives, including, but not limited to, the U. S. Comptroller General, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Contract. All financial records, supporting documents, statistical records, and all other records pertinent to the award and performance of this contract, including, but not limited to, all financial records, timecards, other employment records and confidential information, shall be kept and maintained by CONTRACTOR at a location in Los Angeles County and shall be made available to COUNTY, State and Federal authorities, during the term of this Contract and either for a period of five (5) years after the expiration of the term of this Contract or for a period of three (3) years from the date of the submission of the final expenditure report, whichever date is later. If before the expiration of that time period, any litigation, claim, financial management review, or audit is started, the records shall be retained until all litigation, claims, financial management review, or audit findings involving the records have been resolved and final action taken. If such material is located outside of Los Angeles County, then, at COUNTY's sole option, CONTRACTOR shall pay COUNTY for travel per diem and other costs incurred by COUNTY in exercising its rights under this Section. CONTRACTOR shall maintain all records in accordance with California State records and retention regulations including the provisions of California Department of Social Services (CDSS) Manual of Policy and Procedures, Section 23-353.
- 6.3 In the event that an audit is conducted of CONTRACTOR specifically regarding this Contract by any Federal or State Auditor, or by any auditor

employed by CONTRACTOR or otherwise, then CONTRACTOR shall file a copy of such audit report with COUNTY's Auditor-Controller within thirty (30) days of CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 6.4 CONTRACTOR shall be responsible for conducting annual financial audits of its agency and its subcontractor(s) if required by COUNTY and/or the CDSS, to be conducted by an independent audit firm and in accordance with generally accepted auditing standards. Within thirty (30) calendar days after issuance of such audit reports, CONTRACTOR shall forward copies of such reports to DCFS.
- 6.5 CONTRACTOR shall, during normal business hours, allow appropriate County, State and Federal agencies, including CDSS, COUNTY's Auditor-Controller or its designee to evaluate, audit, review, inspect and monitor its accounting books and records of program operations, including interviews of CONTRACTOR's staff, insurance agents, banks, personnel, vendors and subcontractor(s). Methods may include the inspection of accounting ledgers, journals, canceled checks, timecards, personnel records, fringe benefit rate notices, receipts and invoices, payroll tax records, subcontracts, space and equipment lease agreements, and other relevant accounting books, records, worksheets and logs as appropriate for ensuring CONTRACTOR's accountability of expenditures and program performance under this Contract. CONTRACTOR shall ensure the cooperation of all subcontractor(s), its staff, and board members in all such efforts.
- 6.6 All uses of funds paid to CONTRACTOR and other financial transactions related to CONTRACTOR's provision of services under this Contract are subject to review and/or audit by DCFS, COUNTY's Auditor-Controller or its designee, and the State of California. In the event this Contract is subject to audit exceptions, CONTRACTOR shall pay to COUNTY the full amount of CONTRACTOR's liability for such audit exceptions, as determined by DCFS, upon demand by COUNTY.
- 6.7 Failure on the part of CONTRACTOR to comply with the provisions of this Section shall constitute a material breach of this Contract upon which COUNTY may withhold reimbursement or terminate this Contract.

## **7.0 AUDIT SETTLEMENT**

If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, authorized representatives of COUNTY conduct an audit of CONTRACTOR regarding the services provided to COUNTY hereunder and if such audit finds that COUNTY's dollar liability for such services is less than payments made by COUNTY to CONTRACTOR, then CONTRACTOR agrees that the difference, at the COUNTY's discretion, shall be either: (1) repaid forthwith by CONTRACTOR to COUNTY by cash payment; or (2) at COUNTY's

option, credited against future payments hereunder to CONTRACTOR. If such audit finds that COUNTY's dollar liability for services provided hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY provided that in no event shall COUNTY's maximum obligation for this Contract exceed the Maximum Contract Sum.

## **8.0 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

## **9.0 GENERAL INSURANCE REQUIREMENTS**

Without limiting CONTRACTOR's indemnification of COUNTY and during the term of this Contract, CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

9.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to DCFS Contracts Administration, Walter Chan, Manager, 425 Shatto Place, Room 400, Los Angeles, CA 90020, prior to commencing services under this Contract. Such certificates or other evidence shall:

9.1.1 Specifically identify this Contract.

9.1.2 Clearly evidence all coverages required in this Contract.

9.1.3 Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

9.1.4 Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contract.

9.1.5 Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs,

including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

- 9.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.
- 9.3 Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.
- 9.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:
  - 9.4.1 Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.
  - 9.4.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.
  - 9.4.3 Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-Employee Injury Report", Exhibit M to the COUNTY Contract Manager.
  - 9.4.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.
- 9.5 Compensation for COUNTY Costs: In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

9.6 Insurance Coverage Requirements for Subcontractors: CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

9.6.1 CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

9.6.2 CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

## **10.0 INSURANCE COVERAGE REQUIREMENTS:**

10.1 General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

10.2 Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each accident. Such insurance shall include coverage for all "owned," "hired" and "non-owned" vehicles, or coverage for "any auto."

10.3 Workers' Compensation and Employer's Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit:	\$1 million
Disease – each employee:	\$1 million

10.4 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

10.5 Crime Coverage: Insurance with limits in amounts not less than indicated below covering against loss of money, securities, or other property referred to in this Contract, and naming the COUNTY as loss payee.

Employee Dishonesty:	\$	500,000
Forgery or Alteration:	\$	500,000
Theft, Disappearance and Destruction:	\$	500,000
Computer Fraud:	\$	n/a
Burglary and Robbery:	\$	500,000

## 11.0 NOTICES

11.1 All notices shall be given in writing by enclosing the same in a sealed envelope addressed to the intended party and by depositing such envelope with postage prepaid in the United States Post Office or any substation or public letterbox. All notices to COUNTY shall be sent in duplicate addressed to the following:

Department of Children and Family Services  
Contracts Administration  
Attention: Walter Chan, Manager  
425 Shatto Place, Room 400  
Los Angeles, California 90020

All notices to CONTRACTOR shall be sent to CONTRACTOR

Attention: John J. Diaz, President/CEO  
John J. Diaz d/b/a  
JD Attorney & Messenger Service  
2690 W. Pico Boulevard  
Los Angeles, CA 90006

or such other person and/or location as may hereinafter be designated in writing by the CONTRACTOR.

11.2 All notices may also be given upon personal delivery to any person whose actual knowledge would be sufficient notice to CONTRACTOR. Further, it is expressly understood that actual knowledge of an individual CONTRACTOR shall in any case be sufficient notice. If the CONTRACTOR is a partnership or a corporation, actual knowledge of a partner, officer or member of the corporation, or of the managing agent regularly in charge of the work on behalf of CONTRACTOR, shall also be deemed sufficient.

## 12.0 CHANGES AND AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this Contract, or make amendment to such other terms and conditions as may become necessary and reasonable. Any such revisions shall be in writing and accomplished in the following manner:

- 12.1 For any change which does not affect the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, and which does not materially alter any term or condition included in this Contract, an amendment shall be prepared, and signed by CONTRACTOR and the Director. Approval of County Counsel must be obtained for any changes, which affect the scope of work.
- 12.2 For any change which affects the period of performance, Maximum Contract Sum, Maximum Annual Contract Sum or payments, or which materially alters any other term or condition in this Contract, a written amendment shall be prepared, signed by the CONTRACTOR, and thereafter submitted to COUNTY's Board of Supervisors for consideration and, if approved, execution.
- 12.3 For purposes of Sections 12.1 and 12.2, a change materially alters a term or condition included in this Contract if it: (1) is significant as to price, quantity, quality or delivery when contrasted with the total costs or scope of the services being procured; (2) alters minimum requirements for prospective bidders, Proposers or negotiating entities for this Contract; or (3) would result in a change in the Maximum Contract Sum set forth in Section 4.0, Contract Sum, of this Contract.
- 12.4 Notwithstanding the provisions of Sections 12.1, and 12.2, COUNTY's Director may, without further action by COUNTY's Board of Supervisors, during the term of this Contract, prepare and sign amendments to this Contract to increase or decrease payments to CONTRACTOR commensurate with increases or decreases in the units of service being provided under the following conditions:
  - 12.4.1 Such increases or decreases shall total no more than ten percent (10%) of the original Maximum Contract Sum per year, and in the aggregate.
  - 12.4.2 COUNTY's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Contract.
  - 12.4.3 Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Contract; and

12.4.4 The Director shall notify COUNTY's Board of Supervisors, Chief Administrative Officer, and County Counsel of all Contract changes, in writing, within ten (10) days following execution of such amendment.

### **13.0 ASSIGNMENT/DELEGATION OF RIGHTS**

- 13.1 CONTRACTOR shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles COUNTY Board of Supervisors or the Director in the event the Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 22.0, Events of Default, herein and shall be voidable at the election of the COUNTY. If CONTRACTOR is a corporation, partnership, limited liability company or other entity, then an assignment requiring COUNTY's consent hereunder shall also include any sale, exchange, assignment, divestment or change in members, directors or officers giving majority control of CONTRACTOR to any person(s) or legal entity other than the majority in control of CONTRACTOR at the time of execution of this Contract. Any payments by COUNTY to CONTRACTOR or its assignee, or acceptance of any payments by COUNTY from CONTRACTOR or its assignee on any claim under this Contract shall not waive or constitute such COUNTY consent.
- 13.2 Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by CONTRACTOR, shall be binding upon both CONTRACTOR and upon any assignee/delegate thereof.
- 13.3 COUNTY's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original CONTRACTOR and/or the then current COUNTY or State contracting requirements for this or similar agreements. COUNTY may require, as a condition to its consent to assignment, that the assignee enter into an agreement utilizing then current standard COUNTY documentation for this Contract or similar agreements.
- 13.4 Any payments by COUNTY to any delegatee or assignee on any claim under this Contract shall reduce dollar for dollar any claims which CONTRACTOR may have against COUNTY and shall be subject to set-off, recoupment, or other reduction for any claims which CONTRACTOR may have against COUNTY, whether under this Contract or otherwise.

## 14.0 SUBCONTRACTING

- 14.1 No performance of this Contract or any portion thereof may be subcontracted by CONTRACTOR without the express written authority of COUNTY's Director. Any attempt by CONTRACTOR to subcontract performance of any of the terms of this Contract, in whole or in part, without said consent shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith. CONTRACTOR shall submit each subcontract to the COUNTY for written approval prior to subcontractor performing any work hereunder.
- 14.2 All of the provisions of this Contract and any amendment(s) hereto shall extend to and be binding upon subcontractors, provided that assignment or delegation of rights under a subcontract by subcontractors shall not require COUNTY approval. The CONTRACTOR shall include in all subcontracts the following provision: "This agreement is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties contained in this subcontract shall inure to the benefit of the COUNTY of Los Angeles."
- 14.3 CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability arising or resulting from the use of any subcontractor and its employees in the same manner and to the same extent that CONTRACTOR indemnifies COUNTY from any and all liability arising from or resulting from the actions or omissions of its own employees.
- 14.4 CONTRACTOR shall obtain the following from each subcontractor before any subcontractor employee may perform any work under any subcontract to this Contract. CONTRACTOR shall maintain and make available upon request of Program Manager all the following documents:
- 14.4.1 An executed CONTRACTOR Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement, Exhibit F, executed by each subcontractor and each of subcontractor's employees approved to perform work hereunder.
- 14.4.2 Certificates of Insurance which establish that the subcontractor maintains all the programs of insurance required by Section 10.0, Insurance Coverage Requirements, of this Contract, and
- 14.4.3 The Tax Identification Number of the subcontracting agency to be placed on the signature page of the subcontract. This Tax Identification Number shall not be identical to the CONTRACTOR's Tax Identification Number.
- 14.5 CONTRACTOR shall provide Program Manager with copies of all executed subcontracts after Program Manager's approval.

- 14.6 No subcontract shall alter in any way any legal responsibility of CONTRACTOR to COUNTY. CONTRACTOR shall remain responsible for any and all performance required of it under this Contract, including, but not limited to, the obligation to properly supervise, coordinate, and perform all work required hereunder.
- 14.7 Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.
- 14.8 CONTRACTOR shall be solely liable and accountable for any and all payments and other compensation to all subcontractor's engaged hereunder and their officers, employees, and agents. COUNTY shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

## **15.0 INDEPENDENT CONTRACTOR STATUS**

This Contract is by and between the COUNTY and CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association, as between COUNTY and CONTRACTOR. CONTRACTOR understands and agrees that all persons furnishing services to COUNTY pursuant to this Contract are, for purposes of Workers' Compensation liability, employees solely of CONTRACTOR and not of COUNTY. CONTRACTOR shall bear the sole responsibility and liability for furnishing Workers' Compensation benefits to any person for injuries arising from or connected with service to COUNTY provided pursuant to this Contract.

## **16.0 COVENANT AGAINST CONTINGENT FEES**

- 16.1 CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract for either a flat fee, a percentage commission or any other form of remuneration.
- 16.2 For breach or violation of this covenant, COUNTY shall have the right to terminate this Contract and/or, at its sole discretion, require the CONTRACTOR to repay any funds converted to such use prior to any payment for past work or performance of any future work.

## **17.0 DISCLOSURE OF INFORMATION**

- 17.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publicizing its role under this Contract within the following conditions:

17.1.1 CONTRACTOR shall develop all publicity material in a professional manner.

17.1.2 During the course of performance of this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of the COUNTY without the prior written consent of the COUNTY. Said consent shall not be unreasonably withheld, and approval by the COUNTY may be assumed in the event no adverse comments are received in writing two (2) weeks after submittal.

17.1.3 CONTRACTOR may, without prior written permission of COUNTY, indicate in its proposals and sales material that it has been awarded a contract to provide services, provided, however, that the requirements of this provision shall apply.

## **18.0 COMPLIANCE WITH APPLICABLE LAWS**

18.1 CONTRACTOR shall conform to and abide by all applicable Municipal, COUNTY, State and Federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. This includes compliance with mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Administrative Code) and compliance with Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15). Insofar as permits and/or licenses are required for the prescribed services and/or any construction authorized herein, the same must be obtained from the regulatory agency having jurisdiction thereover.

18.1.1 CONTRACTOR acknowledges that this Contract will be funded, in part, with federal funds; therefore, CONTRACTOR agrees that it shall comply with all applicable federal laws and regulations pertaining to such federal funding. Said federal laws and regulations include, but are not limited to, 45 CFR Section 92.36, et seq.

18.1.2 CONTRACTOR shall comply with all applicable laws pertaining to confidentiality. This shall include but is not limited to the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

18.1.3 CONTRACTOR agrees to comply fully with the terms of Executive Order 11246, entitled Equal Employment Opportunity as amended by Executive Order 11375, and as supplemented by Department of Labor Regulations (41 CFR Part 60).

- 18.2 Failure by CONTRACTOR to comply with such laws and regulations shall be a material breach of this Contract and may result in termination of this Contract.
- 18.3 CONTRACTOR agrees to indemnify and hold COUNTY harmless from any loss, damage or liability resulting from a violation on the part of the CONTRACTOR, its employees, agents or subcontractors of such laws, regulations, rules, policies, standards or ordinances as described in Section 18.0, Compliance with Applicable Laws.
- 18.4 CONTRACTOR shall comply with all Federal statutes and regulations regarding employment of aliens and certify to COUNTY that CONTRACTOR and its employees assigned to this Contract fully meet the standards imposed by Federal statutes and regulations. CONTRACTOR will indemnify, defend and hold COUNTY harmless from any sanctions which may be assessed against CONTRACTOR for violation of Federal statutes and regulations pertaining to employment of aliens.

## **19.0 COMPLIANCE WITH CIVIL RIGHTS LAWS**

CONTRACTOR hereby assures that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B, to the end that no persons shall on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, age, or handicap be subjected to discrimination under the privileges and use granted by this Contract or under any project, program or activity supported by this Contract.

## **20.0 NON-DISCRIMINATION IN EMPLOYMENT**

- 20.1 CONTRACTOR certifies and agrees that all persons under its employ, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap, in compliance with all applicable Federal and State non-discrimination laws and regulations. This includes compliance with Executive Order 11246 entitled "Equal Employment Opportunity," Executive Order 11375 and as supplemented in the Department of Labor Regulations (41 CFR Part 60).
- 20.2 CONTRACTOR shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap. Such action shall include but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

- 20.3 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, color, national origin, political affiliation, marital status, sex, age, or handicap.
- 20.4 CONTRACTOR shall provide access for COUNTY's representatives to inspect CONTRACTOR's employment records during regular business hours in order to verify compliance with the provisions of this section when so requested by COUNTY.
- 20.5 If COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which COUNTY may determine to terminate this Contract. COUNTY reserves the right to determine independently whether the non-discrimination provisions of this Contract have been violated. In addition, a determination by the California Fair Employment Opportunity Commission that CONTRACTOR has violated State or Federal non-discrimination laws or regulations shall constitute a finding by COUNTY that CONTRACTOR has violated the non-discrimination provisions of this Contract.
- 20.6 The parties agree that in the event CONTRACTOR violates the non-discrimination provisions of this Contract, COUNTY shall, at its option, be entitled to a sum of Five Hundred Dollars (\$500.00) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

## **21.0 CLIENT GRIEVANCES**

CONTRACTOR shall establish a written procedure to resolve client grievances. At the request of Program Manager, CONTRACTOR shall submit such procedures to COUNTY within five (5) calendar days from the date of the request.

## **22.0 EVENTS OF DEFAULT**

### **22.1 Default for Non-Performance**

COUNTY may terminate the whole or any part of this Contract if either of the following circumstances exists:

22.1.1 CONTRACTOR has made a misrepresentation of any required element in the bid/proposal submitted in response to the Invitation for Bids/Request for Proposals, if any; or

22.1.2 CONTRACTOR fails to comply with or perform any provision of this Contract or fails to make progress so as to endanger performance of any term of this Contract.

### **22.2 Default for Insolvency**

COUNTY may terminate this Contract for default for insolvency in the event of the occurrence of any of the following:

22.2.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due, whether it has filed for bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

22.2.2 The filing of a voluntary petition in bankruptcy;

22.2.3 The appointment of a Receiver or Trustee for CONTRACTOR;

22.2.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

### 22.3 Other Events of Default

Determination by the COUNTY, the State Fair Employment Commission, or the Federal Equal Employment Opportunity Commission of discrimination having been practiced by CONTRACTOR in violation of State and/or Federal laws thereon.

## **23.0 TERMINATION FOR CONTRACTOR'S DEFAULT**

23.1 Upon determining the existence of any one or more of the circumstances heretofore described in Section 22.0, Events of Default, this Contract may be subject to termination either immediately or within such longer time period as noticed by COUNTY.

23.2 In the event COUNTY terminates this Contract in whole or in part as provided in this Contract, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those previously provided by CONTRACTOR. Any excess cost, as determined by the COUNTY, arising from procurement of services under this Section 23.2, over and above the Maximum Contract Sum, shall be charged against the CONTRACTOR and/or its sureties.

23.3 The remedies reserved to COUNTY herein shall be cumulative and in addition to any other remedies provided in law or equity.

23.4 In the event that, following service of the Notice of Termination of this Contract under the provisions of this Contract, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Contract or that the default was excusable under provisions of this Contract, a correction of the Notice of Termination shall be issued, and the rights and

obligations of the parties shall be the same as if the Notice of Termination had not been issued.

## **24.0 TERMINATION FOR IMPROPER CONSIDERATION**

- 24.1 COUNTY may, by written notice to CONTRACTOR, immediately terminate the right of CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to the Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.
- 24.2 CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 24.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

## **25.0 TERMINATION FOR CONVENIENCE**

- 25.1 The performance of services under this Contract may be terminated in whole or part when such action is deemed by COUNTY to be in its best interest. Termination of services hereunder shall be effected by delivery to CONTRACTOR of a thirty (30) day advance Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.
- 25.2 After receipt of a Notice of Termination and except as otherwise directed by COUNTY, the CONTRACTOR shall:
- 25.2.1 Stop services under this Contract on the effective date of termination.
- 25.2.2 To the extent possible, continue to perform, as required by this Contract until the effective date of termination.
- 25.3 After receipt of a Notice of Termination, CONTRACTOR shall submit to COUNTY in the form and with the certification as may be prescribed by COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly. COUNTY will not accept any such invoice submitted later than three (3) months from the effective date of termination. Upon

failure of CONTRACTOR to submit its termination claim and invoice within the time allowed, COUNTY may determine, on the basis of information available to COUNTY, the amount, if any, due to CONTRACTOR in respect to the termination, and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined as full and complete satisfaction of all amounts due CONTRACTOR under this Contract for any terminated services.

- 25.4 Subject to the provisions of Section 25.3, above, COUNTY and CONTRACTOR shall make a good faith attempt to agree upon an amount due to CONTRACTOR for any terminated services following the total or partial termination of services pursuant to this Contract. If after a good faith effort, an amount due CONTRACTOR is not agreed upon, COUNTY shall determine the amount due CONTRACTOR by assessing the contract value for similar services provided herein to all documented services, which CONTRACTOR or its subcontractor(s) has satisfactorily provided. COUNTY shall pay the agreed upon or determined amount, provided that such amount shall not exceed the Maximum Contract Sum under this Contract as reduced by the amount of payments otherwise made and as further reduced by the amount potentially due for services not terminated.

## **26.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

- 26.1 A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible contractors.
- 26.2 The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in this Contract, debar the CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 26.3 The COUNTY may debar the CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY, (2) committed any act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

- 26.4 If there is evidence that the CONTRACTOR may be subject to debarment, DCFS will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 26.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. If the CONTRACTOR fails to avail itself of the opportunity to submit evidence to the Contractor Hearing Board, the CONTRACTOR may be deemed to have waived all rights of appeal.
- 26.6 A record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 26.7 These terms shall also apply to subcontractors of COUNTY Contractors.

## **27.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS**

- 27.1 COUNTY's obligation is payable only and solely from funds appropriated for the purpose of this Contract.
- 27.2 All funds for payment are conditioned upon the COUNTY Board of Supervisors' appropriation of sufficient funds for this purpose. Payments during subsequent fiscal year periods are dependent upon similar Board of Supervisors' action.
- 27.3 In the event the COUNTY Board of Supervisors does not allocate sufficient funds for the next succeeding fiscal year to meet the COUNTY's anticipated obligations to providers under contracts, then services may be: (1) terminated in their entirety; or (2) reduced in accordance with available funding as deemed necessary by the COUNTY. COUNTY shall notify CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.
- 27.4 In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the

right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by the CONTRACTOR under this Contract. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Notwithstanding such reduction, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

## **28.0 CONFLICT OF INTEREST**

- 28.1 No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Contract or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR herein, or have any other direct or indirect financial interest in this Contract. No officer or employee of COUNTY who may financially benefit from the provision of services hereunder shall in any way participate in COUNTY's approval, or ongoing evaluation of such services, or in any way attempt to unlawfully influence COUNTY's approval or ongoing evaluation of such services.
- 28.2 CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. CONTRACTOR warrants that it is not now aware of any facts which created a conflict of interest. If CONTRACTOR hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

## **29.0 EMPLOYEE BENEFITS AND TAXES**

- 29.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required salaries, wages, benefits, or other compensation.
- 29.2 COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income, employee withholding and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

## **30.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance

with the requirements set forth in Internal Revenue Services Notice 1015, attached hereto as Exhibit H.

### **31.0 CONFIDENTIALITY**

- 31.1 CONTRACTOR shall maintain the confidentiality of all records including, but not limited to, COUNTY records and client records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives regarding confidentiality. CONTRACTOR shall inform all of its officers, employees and agents providing services hereunder of the confidentiality provisions of this Contract. All employees of CONTRACTOR who have access to confidential records and data must sign and adhere to the attached "CONTRACTOR Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit F. CONTRACTOR shall notify COUNTY of any attempt to obtain confidential records through the legal process.
- 31.2 CONTRACTORS shall comply with all applicable laws pertaining to confidentiality. This shall include, but is not limited to, the confidentiality provisions of Section 827 and Section 10850 of the California Welfare and Institutions Code and MPP Division 19.

### **32.0 CONTRACT ENFORCEMENT, QUALITY ASSURANCE PLAN, MONITORING, AND REVIEW**

- 32.1 The Director shall be responsible for the enforcement of this Contract on behalf of COUNTY and shall be assisted therein by those officers and employees of COUNTY having duties in connection with the administration thereof. The Director hereby reserves the right to assign such personnel as are needed to serve as Program Manager in order to inspect and review CONTRACTOR's performance of and compliance with all contractual services, duties, obligations, responsibilities, administrative procedures and staffing as set forth in this Contract.
- 32.2 CONTRACTOR hereby agrees to cooperate with the Director, Program Manager, and any duly authorized State or Federal government representative, in the review and monitoring of CONTRACTOR's program, records and procedures at any reasonable time.
- 32.3 The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur in a manner consistent with the corrective action measures, COUNTY may

terminate this Contract or impose other penalties as specified in this Contract.

32.4 At the request of COUNTY, CONTRACTOR, or its appropriate representative, shall attend meetings and/or training sessions, as determined by COUNTY.

32.5 CONTRACTOR shall prepare and submit to Program Manager a written semi-annual report describing the services provided throughout each Fiscal Year. The CONTRACTOR's semi-annual report shall include, but not be limited to:

32.5.1 Description of services and/or deliverables rendered during the period, dollar amount of services rendered during the period, dollar balance remaining under the Contract, and any difficulties encountered that could jeopardize the completion of the project or milestones or deliverables within the schedule.

### **33.0 EMPLOYMENT ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain such documentation of all covered employees for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Contract.

### **34.0 CRIMINAL CLEARANCES**

34.1 For the safety and welfare of the children to be served under this Contract, CONTRACTOR agrees, as permitted by law, to ascertain arrest and conviction records for all current and prospective employees, independent contractors, volunteers or subcontractors who may come in contact with children in the course of their work, volunteer activity or performance of the subcontract and shall maintain such records in the file of each such person.

34.2 CONTRACTOR shall immediately notify COUNTY of any arrest and/or subsequent conviction, other than for minor traffic offenses, of any employee, independent contractor, volunteer staff or subcontractor who may come in contact with children while providing services under this Contract when such information becomes known to CONTRACTOR.

34.3 CONTRACTOR agrees not to engage or continue to engage the services of any person convicted of any crime involving harm to children, or any crime involving conduct inimical to the health, morals, welfare or safety of others, including but not limited to the offenses specified in Health and Safety Code, Section 11590 (offenses requiring registration as a controlled substance offender) and those defined in the following Penal Code Sections or any other existing or future Penal Code sections which address such crimes:

<b>SECTION</b>	<b>TITLE</b>
220	Assault with intent to commit mayhem, rape, unlawful sodomy, unlawful oral copulation, rape in concert with another, lascivious acts upon a child, or forcible acts of sexual penetration.
243.4	Sexual battery.
245	Assault with a deadly weapon or force likely to produce great bodily injury.
261.5	Unlawful sexual intercourse with a minor.
264.1	Voluntary acting in concert with another person, by force or violence and against the will of the victim, committed rape, rape of spouse or forcible act of sexual penetration either personally or by aiding and abetting the other person.
272	Causing, encouraging or contributing to delinquency of person under age 18.
273a	Great bodily harm or death to child; endangerment of person or health.
273ab	Assault resulting in death of child under 8 years of age.
273d	Infliction of corporal punishment or injury on child resulting in traumatic condition.
273g	Degrading, immoral or vicious practices in the presence of children.
273.5	Infliction of corporal punishment or injury on spouse, former spouse, cohabitant, former cohabitant or the mother or father of his or her child resulting in traumatic condition.

286	Sodomy.
288	Lewd or lascivious acts upon the body of a child under age 14.
288a	Unlawful oral copulation.
289	Forcible acts of sexual penetration against the victim's will.
290	Sex offenders required to register with the chief of police, sheriff or police of a campus of University of California, California State University or community college.
314	Indecent exposure.
368(b)	Great bodily harm or death to elder or dependent adult; Endangerment of person or health of elder or dependent adult.
647 (a) & (d)	Disorderly conduct relating to lewd act/behavior or prostitution.
647.6	Annoyance of or molesting a child under age 18.
667.5(c)	Violent felony.

### **35.0 CHILD SUPPORT COMPLIANCE PROGRAM**

35.1 CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program:

35.1.1 CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from COUNTY through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

35.1.2 As required by COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social

Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

35.2 Termination for Breach of Warranty to Maintain Compliance with COUNTY's Child Support Compliance Program:

35.2.1 Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 35.1 "Contractor's Warranty of Adherence to COUNTY's Child Support Compliance Program" shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this Contract pursuant to paragraph 23.0, "Termination for Contractor's Default".

35.3 CONTRACTOR's Acknowledgment of COUNTY's Commitment to Child Support Enforcement.

35.3.1 CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

## **36.0 FORMER FOSTER YOUTH CONSIDERATION**

36.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform services set forth herein, CONTRACTOR shall give consideration (after COUNTY employees, and GAIN/GROW participants as described in Sections 37.0 and 38.0, respectively) for any such position(s) to qualified former foster youth. CONTRACTOR shall notify COUNTY of any new or vacant positions(s) within CONTRACTOR's firm by sending via U.S. mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Children and Family Services  
425 Shatto Place, Room 307  
Los Angeles, California 90020  
FAX: (213) 383-3773

- 36.2 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where application(s)/requests for application(s) may be sent, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).
- 36.3 CONTRACTOR is exempt from the provisions of this Section 36.0 if it is a governmental entity.

### **37.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS**

- 37.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, CONTRACTOR shall give first consideration for such employment openings to qualified permanent COUNTY employees who are targeted for layoff or qualified former COUNTY employees who are on a reemployment list during the term of this Contract.
- 37.2 CONTRACTOR shall notify COUNTY of any new or vacant position(s) within the CONTRACTOR's personnel who perform services set forth herein, by sending via U.S. mail or facsimile, a list denoting any positions(s) for which hiring is anticipated to:

Department of Human Resources  
500 West Temple Street, Room 588  
Los Angeles, California 90012  
FAX: (213) 680-2450

- 37.3 CONTRACTOR is exempt from the provisions of this Section 37.0 if it is a governmental entity.

### **38.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

- 38.1 Should CONTRACTOR require additional or replacement personnel after the effective date of this Contract, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet CONTRACTOR's minimum qualifications for the open position. COUNTY will refer GAIN/GROW participants, by job category, to CONTRACTOR.

In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

38.2 CONTRACTOR shall send notices to the COUNTY's Department of Public Social Services offices(s) located nearest to the job location at the following addresses:

Region I – West County  
5200 W. Century Blvd.  
Los Angeles, CA 90045

Region II – West San Fernando Valley  
21415 Plummer Street  
Chatsworth, CA 91311

Region II – West San Fernando Valley  
Santa Clarita Sub-Office  
27233 Camp Plenty Road  
Canyon Country, CA 91351

Region II – West San Fernando Valley  
Palmdale Sub-Office  
1050 E. Palmdale Blvd. #204  
Palmdale, CA 93550

Region III – San Gabriel Valley  
3216 Rosemead Blvd.  
El Monte, CA 91731

Region III – San Gabriel Valley  
GAIN Cal-Learn Branch  
3220 Rosemead Blvd.  
El Monte, CA 91731

Region IV – Central and West County  
2910 W. Beverly Blvd.  
Los Angeles, CA 90057

Region IV – Central and West County  
Exposition Park Sub-Office  
3833 S. Vermont  
Los Angeles, CA 90037

Region V – South County  
2959 Victoria Street  
Rancho Dominguez, CA  
90221

Region VI – Southeast County  
5460 Bandini Blvd.  
City of Bell, CA 90201

Region VII – East San Fernando County  
3307 N. Glenoaks Blvd.  
Burbank, CA 91504

38.3 The notice sent by CONTRACTOR must indicate the position(s)/title(s) for vacant or new employment opportunity, description of same, requirements/qualifications for position(s), anticipated pay rate or salary schedule, the location where applications/request(s) for applications are being received, final date of acceptance for applications, and any special circumstances relevant to the hiring procedure for said position(s).

38.4 CONTRACTOR is exempt from the provisions of this Section 38.0 if it is a governmental entity.

### **39.0 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CONTRACTOR, shall fully comply with the COUNTY Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the COUNTY Lobbyist Ordinance shall constitute a material breach of this Contract upon which COUNTY may, in its sole discretion, immediately terminate or suspend this Contract.

### **40.0 NOTICE OF DELAYS**

Except as otherwise provided herein, when either party to this Contract has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

### **41.0 USE OF RECYCLED-CONTENT PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the project.

### **42.0 PROPRIETARY RIGHTS**

42.1 COUNTY and CONTRACTOR agree that all materials, data and information developed under and/or used in connection with this Contract shall become the sole property of COUNTY, provided that CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

42.2 Notwithstanding any other provision of this Contract, COUNTY and CONTRACTOR agree that COUNTY shall have all ownership rights in software or modification thereof and associated documentation designed, developed or installed with Federal financial participation; additionally, the Federal Government shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use for Federal Government purposes, such software, modifications and documentation. Notwithstanding any other provision of this Contract, proprietary operating/vendor software packages (e.g., ADABAS or TOTAL) which are provided at established catalog or market prices and sold or leased to the general public shall not be subject to the ownership provisions

of this Section. CONTRACTOR may retain possession of all working papers prepared by CONTRACTOR. During and subsequent to the term of this Contract, COUNTY shall have the right to inspect any and all such working papers, make copies thereof, and use the working papers and the information contained therein.

- 42.3 Any materials, data and information not developed under this Contract, which CONTRACTOR considers to be proprietary and confidential, shall be plainly and prominently marked by CONTRACTOR as "TRADE SECRET", "PROPRIETARY", or "CONFIDENTIAL".
- 42.4 COUNTY will use reasonable means to ensure that CONTRACTOR's proprietary and confidential materials, data and information are safeguarded and held in confidence. However, COUNTY will notify CONTRACTOR of any Public Records request for items described in Section 42.3. COUNTY agrees not to reproduce or distribute such materials, data and information to non-COUNTY entities without the prior written permission of CONTRACTOR.
- 42.5 Notwithstanding any other provision of this Contract, COUNTY shall not be obligated in any way under Section 42.4 for:
  - 42.5.1 Any material, data and information not plainly and prominently marked with restrictive legends as set forth in Section 42.3;
  - 42.5.2 Any materials, data and information covered under Section 42.2; and
  - 42.5.3 Any disclosure of any materials, data and information which COUNTY is required to make under the California Public Records Act or otherwise by law.
- 42.6 CONTRACTOR shall protect the security of and keep confidential all materials, data and information received or produced under this Contract. Further, CONTRACTOR shall use whatever security measures are necessary to protect all such materials, data and information from loss or damage by any cause, including, but not limited to, fire and theft.
- 42.7 CONTRACTOR shall not disclose to any party any information identifying, characterizing or relating to any risk, threat, vulnerability, weakness or problem regarding data security in COUNTY's computer systems or to any safeguard, countermeasure, contingency plan, policy or procedure for data security contemplated or implemented by COUNTY, without COUNTY's prior written consent.
- 42.8 The provisions of Sections 42.5, 42.6, and 42.7 shall survive the expiration or termination of this Contract.

## **43.0 FIXED ASSETS**

Title to all fixed assets purchased with COUNTY funds designated by the COUNTY for that purpose under this Contract shall remain with COUNTY. A "Fixed Asset" is defined hereunder as any equipment costing Five Thousand Dollars (\$5,000.00) or more, with a useful life of more than one year. Such assets shall be maintained and repaired by CONTRACTOR during the term of this Contract. CONTRACTOR shall provide an accounting of such assets at the termination or expiration of this Contract and shall deliver same to COUNTY upon COUNTY's written request. CONTRACTOR shall have the option upon the expiration or termination of the Contract to acquire such assets at a price to be mutually agreed upon by COUNTY and CONTRACTOR.

## **44.0 CHILD ABUSE PREVENTION REPORTING**

44.1 CONTRACTOR agrees that the safety of the child will always be the first priority. To ensure the safety of children, CONTRACTOR will immediately notify COUNTY and the Child Abuse Hotline whenever CONTRACTOR reasonably suspects that a child has been a victim of abuse and/or is in danger of future abuse. The CONTRACTOR will remain with the child if imminent risk is present.

44.2 CONTRACTOR shall ensure that all known or suspected instances of child abuse are reported to a child protective agency as defined in Section 11164, et seq. of the Penal Code. This responsibility shall include:

44.2.1 A requirement that all employees, consultants, or agents performing services under this Contract who are required by Penal Code, Section 11166(a), to report child abuse, sign a statement that he or she knows of the reporting requirements and will comply with them.

44.2.2 The establishment of procedures to ensure reporting even when employees, consultants or agents who are not required to report child abuse under California Penal Code Section 11166, gain knowledge of, or reasonably suspect that a child had been a victim of abuse or neglect.

44.2.3 The assurance that all employees of CONTRACTOR and subcontractors understand that the safety of the child is always the first priority.

## **45.0 COMMUNITY BUSINESS ENTERPRISES PROGRAM**

In accordance with COUNTY policy, CONTRACTOR has submitted a true and correct copy of the Certification Application which is attached as Exhibit E-2.

## **46.0 AUTHORIZATION WARRANTY**

CONTRACTOR represents and warrants that the signatory to this Contract is fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this Contract have been accomplished.

## **47.0 DISPUTE RESOLUTION PROCEDURE**

- 47.1 CONTRACTOR and COUNTY agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of Section 47.0.
- 47.2 CONTRACTOR and COUNTY agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which COUNTY determines should be delayed as a result of such dispute. COUNTY shall continue to pay sums not in dispute, during any such period of continued performance.
- 47.3 In the event of any dispute between the parties with respect to this Contract, CONTRACTOR and COUNTY shall submit the matter to their respective Program Managers for the purpose of endeavoring to resolve such dispute.
- 47.4 In the event that the program managers are unable to resolve the dispute within a reasonable time not to exceed five (5) working days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator for further consideration and discussion to attempt to resolve the dispute.
- 47.5 In the event that CONTRACTOR's Assistant to Executive Director and COUNTY's Regional Administrator are unable to resolve the dispute within a reasonable time not to exceed five (5) days from the date of submission of the dispute to them, then the matter shall immediately be submitted to CONTRACTOR's Executive Director and to the Director of DCFS for further consideration and discussion to attempt to resolve the dispute.
- 47.6 All disputes utilizing this dispute resolution procedure shall at each and every level of escalation be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all levels described in this Section 47.0, the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally (by face-to-face meeting or by telephone), or in writing (by exchanging of correspondence).
- 47.7 Notwithstanding any other provision of this Contract, COUNTY's right to terminate this Contract pursuant to Section 23.0, Termination for Contractor's Default, Section 25.0, Termination for Convenience, or any other termination

provision hereunder, and COUNTY's right to seek injunctive relief to enforce the provisions of Section 42.0, Proprietary Rights and Section 31.0, Confidentiality, shall not be subject to this Section 47.0, Dispute Resolution Procedure.

## **48.0 COMPLIANCE WITH JURY SERVICE PROGRAM**

This Contract is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit J and incorporated by reference into and made a part of this Contract.

### **48.1 Written Employee Jury Service Policy**

48.1.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (2.203.070 of the County Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

48.1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full time employee of CONTRACTOR. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall also be subject to the provisions of this Section 48.0. The provisions of this Section 48.0 shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

48.1.3 If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program’s definition of “Contractor” or if CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the term of this Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY’s satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that CONTRACTOR continues to qualify for an exception to the Jury Service Program.

48.1.4 CONTRACTOR’s violation of this Section 48.0 of this Contract may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

#### **49.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit L of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **50.0 CONTRACTOR’S ACKNOWLEDGMENT OF COUNTY’S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The CONTRACTOR acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY’s policy to encourage all COUNTY Contractors to voluntarily post the COUNTY’s “Safely Surrendered Baby Law” poster in a prominent position at the CONTRACTOR’s place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor’s place of business. The COUNTY’s Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

## **51.0 MANDATORY REQUIREMENT TO REGISTER ON COUNTY'S WEBVEN**

CONTRACTOR represents and warrants that it has registered in the COUNTY's WebVen. Prior to a contract award, all potential contractors must register in the COUNTY's WebVen. The WebVen contains the vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the COUNTY's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm). (There are underscores in the address between the words 'doing business' and 'main db'.)

## **52.0 COMPLIANCE WITH LIVING WAGE PROGRAM**

52.1 Living Wage Program. This Contract is subject to the provisions of the COUNTY's ordinance entitled Living Wage Program ("Program") as codified in Sections 2.201.020 through 2.201.100 of the Los Angeles County Code, a copy of which is attached hereto as Exhibit N and incorporated by reference into and made a part of this Contract.

52.2 Payment of Living Wage Rates.

52.2.1 Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that CONTRACTOR shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employee's services provided to the COUNTY under this Contract.

52.2.1.1 Not less than \$9.46 per hour if, in addition to the per-hour wage, CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

52.2.1.2 Not less than \$8.32 per hour if, in addition to the per-hour wage, CONTRACTOR contributes at least \$1.14 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. CONTRACTOR will be deemed to have contributed \$1.14 per hour towards the provision of bona fide health care benefits if the benefits are provided through the COUNTY Department of Health Services Community Health Plan. If, at any time during this Contract, CONTRACTOR contributes less than \$1.14 per hour towards the provision of bona fide health care benefits, CONTRACTOR shall be required to pay its Employees the higher hourly living wage rate.

52.2.2 For purposes of this Section, "Contractor" includes any subcontractor engaged by CONTRACTOR to perform services for the COUNTY under this Contract. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under this Contract, the subcontractor shall be subject to the provisions of this Section 52.0. The provisions of this Section 52.0 shall be inserted into any such subcontract agreement and a copy of the Program shall be attached to this Contract. "Employee" means any individual who is an Employee of CONTRACTOR under the laws of California, and who is providing full-time services to CONTRACTOR, some or all of which are provided to the COUNTY under this Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the COUNTY; however, fewer than 35 hours worked per week will not, in any event, be considered full time.

52.2.3 If CONTRACTOR is required to pay a living wage when the term of this Contract commences, CONTRACTOR shall continue to pay a living wage for the entire term of the Contract, including any option period.

52.2.4 If CONTRACTOR is not required to pay a living wage when the term of this Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Program's definition of "Employer" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The COUNTY may also require, at any time during the term of the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Program's definition of "Employer" and/or that CONTRACTOR continues to qualify for an exception to the Program. Unless CONTRACTOR satisfies this requirement within the time frame permitted by the COUNTY, CONTRACTOR shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

52.3 CONTRACTOR's Submittal of Certified Monitoring Reports. CONTRACTOR shall submit to the COUNTY certified monitoring reports at a frequency instructed by the COUNTY. The certified monitoring reports shall list all of CONTRACTOR's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by CONTRACTOR for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of CONTRACTOR's current health

care benefits plan, and CONTRACTOR's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the COUNTY, or any other form approved by the COUNTY which contains the above information. The COUNTY reserves the right to request any additional information it may deem necessary. If the COUNTY requests additional information, CONTRACTOR shall promptly provide such information. CONTRACTOR, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

- 52.4 CONTRACTOR'S Ongoing Obligation to Report Labor Law/Payroll Violations and Claims. During the term of this Contract, if the CONTRACTOR becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as a minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the CONTRACTOR shall immediately inform the COUNTY of any pertinent facts known by the CONTRACTOR regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the CONTRACTOR's contract with the COUNTY, but instead applies to any labor law/payroll violation or claim arising out of any of the CONTRACTOR's operations in California.
- 52.5 COUNTY Auditing of CONTRACTOR Records. Upon a minimum of twenty-four (24) hours written notice, the COUNTY may audit, at CONTRACTOR's place of business, any of CONTRACTOR's records pertaining to this Contract, including all documents and information relating to the certified monitoring reports. CONTRACTOR is required to maintain all such records in California until the expiration of four years from the date of final payment under this Contract. Authorized agents of the COUNTY shall have access to all such records during normal business hours for the entire period that records are to be maintained.
- 52.6 Notification to Employees. CONTRACTOR shall place COUNTY-provided living wage posters at each of CONTRACTOR's places of business and locations where CONTRACTOR's Employees are working. CONTRACTOR shall also distribute COUNTY-provided notices to each of its Employees at least once per year. CONTRACTOR shall translate into Spanish and any other language spoken by a significant number of Employees the posters and handouts.
- 52.7 Enforcement and Remedies. If CONTRACTOR fails to comply with the requirements of Section 52.0, the COUNTY shall have the rights and remedies described in this Section 52.0 in addition to any rights and remedies provided by law or equity.
- 52.7.1 Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If CONTRACTOR submits a certified monitoring report to the

COUNTY after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of this Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

52.7.1.1 Liquidated Damages. It is mutually understood and agreed that CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the COUNTY. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the COUNTY may, in its sole discretion, assess against CONTRACTOR liquidated damages in the amount of \$100 per monitoring report for each day until the COUNTY has been provided with a properly prepared, complete and certified monitoring report. The COUNTY may deduct liquidated damages from any payments otherwise due CONTRACTOR.

52.7.1.2 Termination. CONTRACTOR's failure to submit an accurate, complete, timely and properly certified monitoring report may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract.

52.7.2 Remedies for Payment of Less Than the Required Living Wage. If CONTRACTOR fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of this Contract. In the event of any such breach, the COUNTY may, in its sole discretion, exercise any or all of the following rights/remedies:

52.7.2.1 Withholding Payment. If CONTRACTOR fails to pay one or more of its Employees at least the applicable hourly living wage rate, the COUNTY may withhold from any payment otherwise due CONTRACTOR the aggregate difference between the living wage amounts CONTRACTOR was required to pay its Employees for a given pay period and the amount actually paid to the Employees for that pay period. The COUNTY may withhold said amount until CONTRACTOR has satisfied the COUNTY that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

52.7.2.2 Liquidated Damages. It is mutually understood and agreed that CONTRACTOR's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the COUNTY. It is also understood and agree that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for CONTRACTOR's breach. Therefore, it is agreed that the COUNTY may, in its sole discretion, assess against CONTRACTOR liquidated damages of \$50.00 per Employee per day for each and every instance of an underpayment to an Employee. The COUNTY may deduct assessed liquidated damages from any payments otherwise due CONTRACTOR.

52.7.2.3 Termination. CONTRACTOR's failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract.

52.7.3 Debarment. In the event CONTRACTOR breaches a requirement of Section 52.0, the COUNTY may, in its sole discretion, bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach, not to exceed three (3) years.

52.8 Use of Full-Time Employees. CONTRACTOR shall assign and use full-time Employees of CONTRACTOR to provide services under this Contract unless CONTRACTOR can demonstrate to the satisfaction of the COUNTY that it is necessary to use non-full-time Employees based on staffing efficiency or COUNTY requirements for the work to be performed under this Contract. It is understood and agreed that CONTRACTOR shall not, under any circumstances, use non-full-time Employees for services provided under this Contract unless and until the COUNTY has provided written authorization for the use of same. CONTRACTOR submitted with its proposal a full-time Employee staffing plan. CONTRACTOR shall immediately provide a copy of the new staffing plan to the COUNTY.

52.9 CONTRACTOR Retaliation Prohibited. CONTRACTOR and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Program to the COUNTY or to any other public or private agency, entity or person. A violation of the provisions of this Subsection may constitute a material breach

of this Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate this Contract.

52.10 **CONTRACTOR Standards.** During the term of this Contract, CONTRACTOR shall maintain business stability, integrity in Employee relations and the financial ability to pay a living wage to its Employees. If requested to do so by the COUNTY, CONTRACTOR shall demonstrate to the satisfaction of the COUNTY that CONTRACTOR is complying with this requirement.

52.11 **Neutrality in Labor Relations.** CONTRACTOR shall not use any consideration received under this Contract to hinder, or to further, organization of, or bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

### **53.0 INTERPRETATION OF CONTRACT**

#### **53.1 Validity**

The invalidity, unenforceability, or illegality of any provision of this Contract shall not render the other provisions thereof invalid, unenforceable, or illegal.

#### **53.2 Governing Laws, Jurisdiction and Venue**

This Contract shall be construed in accordance with and governed by the laws of the State of California. CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

#### **53.3 Captions and Section Headings**

Each paragraph and certain subparagraphs of this Contract have been supplied with captions which serve only as guides to the contents. The captions do not control the meaning of any paragraph or subparagraph or in any way determine this Contract's interpretation or meaning.

#### **53.4 Waiver**

Any waiver by COUNTY of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall be in writing and shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of COUNTY to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Contract or stopping COUNTY from enforcing the full provisions thereof.

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**CONTRACT FOR MESSENGER SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed by its Chair and the seal of such Board to be hereto affixed and attested by the Executive Officer thereof, and CONTRACTOR has caused this Contract to be subscribed in its behalf by its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES

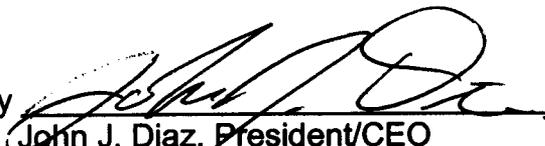
ATTEST:

VIOLET VARONA-LUKENS  
Executive Officer-Clerk of the  
Los Angeles County  
Board of Supervisors

By \_\_\_\_\_

By \_\_\_\_\_  
Chairman, Board of Supervisors

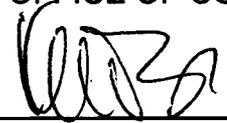
JOHN J. DIAZ d/b/a JD ATTORNEY  
& MESSENGER SERVICE  
CONTRACTOR

By   
John J. Diaz, President/CEO  
JD Attorney & Messenger Service

Tax Identification Number 95-4439303

APPROVED AS TO FORM

BY THE OFFICE OF COUNTY COUNSEL

BY   
Senior Deputy County Counsel

**EXHIBIT A**

**STATEMENT OF WORK**

**MESSENGER SERVICES CONTRACT**

**BY AND BETWEEN**

**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

**AND**

**JOHN J. DIAZ d/b/a  
JD ATTORNEY & MESSENGER SERVICE**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
MESSENGER SERVICES CONTRACT STATEMENT OF WORK  
JOHN J. DIAZ d/b/a  
JD ATTORNEY & MESSENGER SERVICE**

**TABLE OF CONTENTS**

Section .....	Page Number
<b>PREAMBLE .....</b>	<b>1</b>
<b>1.0 DEFINITIONS .....</b>	<b>1</b>
<b>2.0 PROGRAM MANAGEMENT REQUIREMENTS .....</b>	<b>3</b>
<b>3.0 RESPONSIBILITIES OF COUNTY.....</b>	<b>3</b>
<b>4.0 RESPONSIBILITIES OF CONTRACTOR .....</b>	<b>4</b>
<b>5.0 CONTRACTOR’S PROJECT MANAGER .....</b>	<b>5</b>
<b>6.0 SPECIFIC TASKS .....</b>	<b>6</b>
<b>7.0 CONTRACTOR’S DRIVERS .....</b>	<b>8</b>
<b>8.0 EQUIPMENT.....</b>	<b>10</b>
<b>9.0 VOLUME OF MAIL.....</b>	<b>10</b>
<b>10.0 BACKUP CAPABILITIES.....</b>	<b>11</b>
<b>11.0 PHASE-OVER REQUIREMENTS .....</b>	<b>12</b>
<b>12.0 PERFORMANCE REQUIREMENTS .....</b>	<b>12</b>
<b>13.0 MONITORING.....</b>	<b>14</b>
<b>14.0 RIGHT OF REMOVAL.....</b>	<b>14</b>
<b>15.0 QUALITY ASSURANCE.....</b>	<b>14</b>
<b>16.0 QUALITY CONTROL PLAN.....</b>	<b>16</b>

**Exhibits**

- Exhibit A-1 Pick Up and Delivery Locations
- Exhibit A-2 Mail Pick Up Transmittal Form
- Exhibit A-3 Performance Requirement Summary
- Exhibit A-4 User Compliant Form

# COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN AND FAMILY SERVICES MESSENGER SERVICES CONTRACT STATEMENT OF WORK

## PREAMBLE

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partner create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, safety and survival, economic well being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach.

County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following **Customer Service And Satisfaction Standards** in support of improving outcomes for children and families.

#### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## MESSENGER SERVICES CONTRACT STATEMENT OF WORK

### 1.0 DEFINITIONS

The following words as used herein shall be construed to have the following meanings, unless otherwise apparent from the context in which they are used:

- 1.1 **“Acceptable Quality Level (AQL)”** means the allowable leeway or variance from a standard before the COUNTY will reject the specific service, that can be considered satisfactory on the average. An AQL does not allow the CONTRACTOR to knowingly offer defective service, but recognizes that defective performance may sometimes be unintentional. As long as the percent of defective performance does not exceed the AQL, the COUNTY will not reject the service. See Exhibit A-3, Performance Requirement  mmary.
- 1.2 **“Contract”** means the written contract between COUNTY and CONTRACTOR which details all requirements, terms and conditions, and the Statement of Work.
- 1.3 **“Contract Discrepancy Report (CDR)”** means a report used by the Quality Assurance Evaluator to record contract information regarding discrepancies or problems when CONTRACTOR performance is judged unsatisfactory. The COUNTY Program Manager is required to forward a Contract Discrepancy Report to CONTRACTOR for their response.
- 1.4 **“CONTRACTOR”** means the business entity with whom the COUNTY entered into a contract to perform the services required under this Contract.
- 1.5 **“CONTRACTOR’s Project Manager”** means CONTRACTOR’s officer or employee responsible for administering and overseeing Contract after award.
- 1.6 **“COUNTY”** means the County of Los Angeles.
- 1.7 **“COUNTY Program Manager (CPM)”** means COUNTY manager responsible for daily management of contract operation and overseeing monitoring activities.
- 1.8 **“Contract Start Date”** means the start of the basic Contract period in accordance with the terms of this Contract.
- 1.9 **“Day” or “Days”** whether singular or plural, whether with initial letter capitalized or not, shall mean calendar days, and not business or work day, unless otherwise specifically stated.
- 1.10 **“Director”** means the head of the Department of Children and Family Services or his/her authorized designee.

- 1.11 **“Department of Children and Family Services (DCFS)”** means the County of Los Angeles department responsible for administering child and family programs for the purpose of ensuring the health and safety of children in Los Angeles County.
- 1.12 **“Driver”** means CONTRACTOR employee responsible for the actual performance of messenger service to the office locations listed on Exhibit A-1, Messenger Services Pick Up and Delivery Stops.
- 1.13 **“Fiscal Year(s)”** means County’s budgetary year which commences July 1 and ends the following June 30.
- 1.14 **“Item”** means each separate document, case file, folder, envelope, or box that comprises the Mail picked up and delivered.
- 1.15 **“Mail”** consists of, but is not limited to, COUNTY/DCFS correspondence, court reports, documents, case files, envelopes, packets, packages, bags, and boxes to be transported from one location to another.
- 1.16 **“Messenger Services”** means the pick up, transporting, and delivery of Mail to and from specified locations, on specified days and times.
- 1.17 **“Performance Requirements Summary (PRS)”** means the tasks to be performed and that will be evaluated by COUNTY to ensure that Contract performance standards are being met.
- 1.18 **“Proposal”** means a written offer to provide services at a particular price under given terms and conditions.
- 1.19 **“Proposer”** means the business entity who responds to a solicitation for a proposal.
- 1.20 **“Proposers’ Conference”** means the mandatory meeting for potential Proposers to receive clarification on the points outlined in the solicitation and to ask questions concerning the solicitation.
- 1.21 **“Project”** means the required work as defined in Exhibit A, Statement of Work.
- 1.22 **“Project Manager”** means the CONTRACTOR representative responsible for daily management of Contract operations and overseeing monitoring activities.
- 1.23 **Quality Assurance”** means actions taken by COUNTY to check the performance of the CONTRACTOR and to ensure services provided meet the requirements of the Statement of Work.

- 1.24 **“Quality Assurance Evaluator (QAE)”** means the COUNTY employee responsible (COUNTY Program Manager) for monitoring of CONTRACTOR’s performance.
- 1.25 **“Quality Control Plan”** means the plan developed by CONTRACTOR which defines all necessary measures to be taken by CONTRACTOR to ensure that the quality of the service will meet the Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in the Statement of Work.
- 1.26 **“Quality Control Program”** means those actions taken by CONTRACTOR to insure services are delivered in conformance with the requirements of the Statement of Work (SOW).
- 1.27 **“Route Schedule”** means the grouping of facilities and the specific order in which the facilities will receive Messenger Services.
- 1.28 **“Statement of Work (SOW)”** means the document that describes the specific requirements and performance standards associated with those requirements. Also, the SOW describes the relationships that will exist between COUNTY and CONTRACTOR, standards to be accepted under the Contract, and the methods for monitoring of the CONTRACTOR’s performance.
- 1.29 **“Urgent Retrievals”** means pick up case files from case file storage contractor(s) and deliver them the same day.
- 1.30 **“User Complaint Report (UCR)”** means a report prepared by COUNTY personnel in order to inform the Quality Assurance Evaluator of incidents involving faulty performance by the CONTRACTOR.

 **PROGRAM MANAGEMENT REQUIREMENTS**

- 2.1 CONTRACTOR will be required to maintain ongoing, continuous contact with COUNTY. CONTRACTOR shall not schedule or conduct any meetings or negotiations under any contract on behalf of the COUNTY.
- 2.2 Overall project coordination between CONTRACTOR and COUNTY shall be through COUNTY Program Manager (CPM) or his/her designee and CONTRACTOR’s authorized representative(s).

**3.0 RESPONSIBILITIES OF COUNTY**

COUNTY will designate a CPM from DCFS to do the following: 1) oversee and administer the Contract and the work performed under the Contract; 2) monitor CONTRACTOR’s activities; and 3) provide technical assistance to ensure that CONTRACTOR meets or exceeds minimum requirements and program objectives. 

- 3.1 The CPM or designated alternate will have full authority to monitor CONTRACTOR's performance in the day-to-day operation of this contract.

- 3.2 The CPM shall provide direction to CONTRACTOR in areas relating to DCFS policy, information, and procedural requirements.
- 3.3 The CPM is not authorized to make any changes in the terms and conditions of this Contract and is not authorized to obligate the COUNTY in anyway whatsoever beyond the terms of this Contract.
- 3.4 For the term of this Contract, CPM will be Jean Lee or other Program Manager designated by COUNTY.
- 3.5 COUNTY may provide necessary forms in the performance of services contained in the Contract's Statement of Work (SOW):

3.6 Required Forms

COUNTY's representative shall be required to use and sign Exhibit A-2, Mail Pick Up Transmittal Form, for all types of pick up and delivery services.

3.7 Supplies

COUNTY will supply yellow, locked bags to hold Court reports and Mail for delivery to Edelman Children's Court.

**4.0 RESPONSIBILITIES OF CONTRACTOR**

- 4.1 CONTRACTOR shall provide sufficient personnel, competent to perform all work in accordance with the requirements of the Contract. All of the CONTRACTOR's personnel shall be supervised by a Project Manager in the employ of the CONTRACTOR.
- 4.3 CONTRACTOR will advise COUNTY of any changes in authorized personnel that may affect the operation of this Contract.
- 4.4 The CONTRACTOR will provide a Project Manager who shall be responsible for the performance of the work under this Contract. The Project Manager shall provide in writing the name and phone number of an alternate who can act for the CONTRACTOR when the Project Manager is absent.



4.4.1 The CONTRACTOR's Project Manager or alternate shall be available to authorized COUNTY personnel during normal work hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except County holidays.

4.4.2 The CONTRACTOR's Project Manager and alternate must be able to read, write, speak, and understand English.

- 4.5 CONTRACTOR shall provide COUNTY a work order form, service report, and an invoice.



- 4.6 CONTRACTOR shall provide COUNTY with the names and telephone numbers of CONTRACTOR representatives (if other than CONTRACTOR's Project Manager or Project Manager's alternate) for emergency pick up and delivery services.
- 4.7 CONTRACTOR shall also provide COUNTY with the names and telephone numbers CONTRACTOR representatives for COUNTY to call during a twenty-four (24) hour period if pick up or delivery is late (over 15 minutes) and COUNTY has not been notified in advance.
  - 4.7.1 CONTRACTOR may have an answering service available to COUNTY representatives for any complaints and/or emergencies that may arise. CONTRACTOR shall respond within one (1) hour of receipt of such a complaint and/or emergency.
- 4.8 CONTRACTOR agrees that any work performed outside the scope of this SOW shall be deemed a gratuitous act on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY.
- 4.9 Changes to the scope of CONTRACTOR's work prescribed herein must be authorized in advance by an appropriate change to this Contract.
- 4.10 CONTRACTOR shall develop a compilation of all pick up and delivery routing schedules and procedures that shall be made available to CPM upon request.

**5.0 CONTRACTOR's PROJECT MANAGER**

- 5.1 CONTRACTOR's Project Manager shall be available at CPM's request for periodic on-site monitoring visits. Monitoring visits will be held to discuss and resolve problems and/or discuss ideas for improving Messenger Services. 
- 5.2 CONTRACTOR's Project Manager shall work with the CPM to help resolve any potential areas of difficulty before a problem occurs. 
- 5.4 CONTRACTOR's Project Manager shall promptly respond to all calls and/or reports regarding CONTRACTOR's performance.
- 5.5 CONTRACTOR's Project Manager shall advise CPM of any changes in authorized personnel. COUNTY shall retain the right to reject any changes in personnel not meeting the approval of CPM.
- 5.6 CONTRACTOR's Project Manager shall notify the designated COUNTY tact person at all COUNTY pick up and delivery locations one hour (1) in advance whenever a back-up driver will be used.

## 6.0 SPECIFIC TASKS

CONTRACTOR shall routinely pick-up and deliver all Mail between the hours of 8:00 A.M. and 5:00 P.M., Monday through Friday, excluding County holidays, except where the SOW specifies that: a) the CONTRACTOR is required to pick-up and deliver all Mail between the hours of 5:00 P.M. and to 8:00 A.M. the next day; and b) CONTRACTOR is required to pick-up and deliver all Mail 7 days per week, 365 days per year, including weekends and holidays, as specified herein. A list of County holidays will be provided to CONTRACTOR upon award of the Contract. The COUNTY's requirements, which are subject to change at the COUNTY's sole determination, are outlined in Exhibit A-1, Messenger Services Pick-up and Delivery Locations and Schedule.

- 6.1 CONTRACTOR shall provide all labor, materials, supervision, and other items or services necessary to perform the Messenger Services as defined in this SOW.
- 6.2 CONTRACTOR must perform to the standards as outlined in the Performance Requirements Section (Exhibit A-3) of the SOW.
- 6.3 CONTRACTOR is required to perform two (2) types of pick up and delivery services as follows:

### 6.3.1 Next Day Delivery

Generally requires two stops per location per day for pick-up and delivery of all Mail during each stop. However, some locations require one stop for both pick-up and delivery of all Mail. There are approximately 23 locations requiring two (2) stops and approximately 14 locations requiring one (1) stop. Includes all Mail defined herein except certain documents, as specified in subparagraph 6.3.2, Same Day Mail Pick-up and Delivery Requirements.

6.3.1.1 CONTRACTOR shall routinely pick up all Mail from every location, and at the scheduled times, listed in Exhibit A-1, Messenger Services Pick up and Delivery Locations, unless otherwise specified or instructed by the COUNTY Program Manager.

6.3.1.2 CONTRACTOR shall be responsible for sorting of all Mail picked up each day in preparation for delivery the next business day.

6.3.1.3 CONTRACTOR shall routinely deliver all Mail that was picked-up and sorted the previous business day to every location, and at the scheduled times, listed in Exhibit A-1, Messenger Services Pick up and Delivery Locations, unless otherwise specified or instructed by the COUNTY Program Manager.

6.3.1.4 CONTRACTOR shall routinely pick-up, sort and deliver all case files to and from every location, and at the scheduled times, in Exhibit A-1, Messenger Services Pick up and Delivery Locations, unless otherwise specified or instructed by the COUNTY Program Manager. Such locations shall include case file storage contractors' facilities.

### 6.3.2 Same Day Pick-up and Delivery Requirements

Includes all Mail defined in herein, except that which is specified in subparagraph 6.3.1, Next Day Delivery.

6.3.2.1 Yellow, locked bags are provided by the COUNTY for the purpose of transporting all court reports and documents. CONTRACTOR shall pick up from the locations, and at the times specified in, Exhibit A-1, Messenger Services Pick up and Delivery Locations, unless otherwise specified or instructed by the COUNTY Program Manager, and deliver all court reports and documents in yellow, locked bags to Edmund D. Edelman's Children's Court by 2:00 P.M. on the same day they are picked up.

6.3.2.1.1 CONTRACTOR shall redistribute empty yellow, locked bags to the originating DCFS locations the same day or early the next day to allow DCFS locations time for preparation of next "same day" delivery.

6.3.2.2 CONTRACTOR shall pick up Urgent Retrievals (urgently needed case files) from case file storage contractor(s) and deliver them the same day to the specified locations, as needed. CONTRACTOR shall pick-up from the County's case file storage contractor(s) at 12:00 noon all case files requiring same day delivery and deliver them to the DCFS locations as indicated on the storage contractor(s)'s transmittal or manifest by 5:00 P.M.

6.3.2.3 CONTRACTOR shall pick up all Mail at the Command Post by 12:00 P.M. and shall deliver the Mail to the Intake and Detention Control (IDC) office at Edmund D. Edelman Children's Court by 2:00 P.M.

6.3.2.4 CONTRACTOR shall pick up at the Command Post by 2:00 A.M. and deliver all Mail to six (6) law enforcement stations by 5:00 A.M. on the same day, 7 days per week, 365 days per year, including weekends and holidays.

#### 6.4 Locations and Schedule

6.4.1 CONTRACTOR shall adhere to the locations and schedule listed in Exhibit A-1, Messenger Services Pick-up and Delivery Locations. However, the COUNTY reserves the right to increase or decrease the number of locations, implement address changes or schedule changes in order to comply with DCFS requirements. Although the average number of such changes is reported to be approximately six (6) in one year, the COUNTY does not guarantee any number of changes per year. COUNTY shall incur no charges by CONTRACTOR for such changes.

6.4.2 The COUNTY will provide CONTRACTOR with five (5) days advance notice of any location, address or schedule changes, with the exception of emergencies, such as earthquake, civil disobedience, etc., which may necessitate the immediate relocation of an office and shall require CONTRACTOR's immediate response.

### 7.0 CONTRACTOR'S DRIVERS

7.1 CONTRACTOR shall prepare a Pick up and Delivery Schedule for CONTRACTOR's driver(s) within forty-eight (48) hours of execution of the Contract and, thereafter, within twenty-four (24) hours of any changes that occur. Pick up and Delivery Schedules shall show specific pick up and delivery times 

7.2 CONTRACTOR shall develop written internal procedures for each driver that covers their pick up and delivery routing schedules. The procedure shall also describe specific details for pick up and delivery at each COUNTY office -addresses, floors, suite numbers, access codes, and etc.  CONTRACTOR shall provide CPM with a copy of all written internal procedures.

- 7.3 CONTRACTOR shall ensure drivers have access to COUNTY offices that are secured and may require the use of an access card key or other procedure. Access requirements for each COUNTY office will be provided during the transition period after the Contract has been awarded.
- 7.3.1 If access of CONTRACTOR's driver is denied, CONTRACTOR's driver shall immediately call the appropriate COUNTY office representative. If the office representative is unavailable, CONTRACTOR's driver shall contact the M.
- 7.4 CONTRACTOR's driver shall at all times carry a valid driver's license and a visible identification card that is worn by the driver at all times.  CONTRACTOR shall ensure that the identification card bears the company name, address, and phone number as well as the photo and name of the driver.
- 7.4.1 CONTRACTOR's Driver shall be able to read, write, and speak English.
- 7.5 A COUNTY representative  provide a completed Mail Pick Up Transmittal Form identifying the types of items being picked up (Exhibit A-2). CONTRACTOR's driver shall sign the transmittal form and obtain a copy for CONTRACTOR's record.
- 7.6 CONTRACTOR shall provide a completed Mail Pick Up Transmittal Form, Exhibit A-2, for CONTRACTOR's drivers to use when delivering Mail. CONTRACTOR's driver shall obtain the signature of a COUNTY representative for each delivery.
- 7.7 CONTRACTOR's driver shall not pick up or deliver Mail without a completed Mail Pick Up Transmittal Form with the required signatures.
- 7.7.1 CONTRACTOR shall notify the CPM immediately when the CONTRACTOR's driver is unable to obtain the required COUNTY representative's signature on the Mail Pick Up Transmittal Form.
- 7.8 CONTRACTOR's driver shall call the COUNTY's representative when a delay of any type is anticipated or when the CONTRACTOR's driver unable to make the pick up or delivery. COUNTY's representative or CPM will then determine whether to delay delivery, or execute back-up or alternate plans.
- 7.9 CONTRACTOR shall be responsible for providing the required pick up and delivery services on time. CONTRACTOR shall ensure that the driver is aware of all COUNTY Mail and security procedures 

- 7.10 CONTRACTOR shall ensure that if an item of COUNTY Mail cannot be delivered because it is mislabeled or has an address that is illegible; CONTRACTOR shall deliver the item to the original sender the following day.

## 8.0 EQUIPMENT

CONTRACTOR shall provide and use the following to transport COUNTY Mail:

- 8.1 Two (2) mailbags (USA mail size, approximately 25-inch wide by 38-inch height) to be supplied to each office location at the beginning of the contract period and be replaced as needed 
- 8.2 Five (5) Mail bins, each bin capable of holding a maximum of forty (40) pounds, supplied to each office location at the beginning of the contract period and replaced as needed 
- 8.3 Hand carts and/or dollies for use by Driver of adequate size for transporting the containers 
- 8.4 CONTRACTOR shall provide vehicles with enclosed cargo areas and adequate cargo capacity to safely transport, and accommodate the volume of all Mail that must be picked-up and delivered, as specified in this SOW.
- 8.4.1 CONTRACTOR shall ensure the pick-up and delivery of all Mail, including large volume of case files or Mail, and may utilize larger capacity vehicles or additional vehicles to perform the services specified in this SOW.
- 8.4.2 CONTRACTOR must ensure that all vehicles used pursuant to this contract are street legal, insured in accordance with Sections 9.0, General Insurance Requirements, and 10.0, Insurance Requirements, and receive regular inspection and maintenance to maintain vehicle safety and operability. CONTRACTOR shall maintain a file of inspection and maintenance reports, which shall be available for inspection by COUNTY.

## 9.0 VOLUME OF MAIL

The volume of Mail fluctuates from month to month. In addition, COUNTY may introduce or eliminate large volumes of Mail at any time during the Contract term. The COUNTY reserves the right to increase or decrease the volume of Mail in order to comply with its service requirements. Nevertheless, CONTRACTOR shall ensure the safe and timely delivery of all COUNTY Mail. COUNTY will offer advanced notice of such changes whenever possible.

- 9.1 COUNTY will have, on average, approximately thirty-five (35) locations with approximately five (5) bags/boxes of Mail and seventeen (17) locations with approximately twelve (12) bags/boxes of Mail to be picked up and delivered daily.
- 9.2 COUNTY will have, on average, approximately 400 individual case files to be picked up from the case file storage contractor(s) and delivered on a daily basis to various DCFS locations.
- 9.3 The COUNTY makes no guarantees or representations that this volume will remain the same during the term of the Contract.

## 10.0 BACKUP CAPABILITIES

### 10.1 Backup facility

10.1.1 CONTRACTOR shall have backup capabilities at a site(s) other than CONTRACTOR's primary work site, which shall be located within the boundaries of Los Angeles COUNTY.

10.1.2 During the term of the Contract, CONTRACTOR shall, at a minimum either:

- (1) Have an additional facility to be used as a backup facility, or
- (2) Through an arrangement with one or more other messenger vendor(s), have access to a backup facility.

10.1.3 CONTRACTOR shall notify CPM in writing no less than fifteen (15) days prior to relocation of its backup work site(s) or any other modification of its backup arrangement after CONTRACTOR's backup work site(s) have been approved by COUNTY.

### 10.2 Disaster Recovery Plan

10.2.1 CONTRACTOR shall maintain and update a Disaster Recovery Plan that includes methods for continuing to ensure service to COUNTY in the event of a disaster. CONTRACTOR shall provide CPM a copy of the Disaster Recovery Plan within forty-five (45) days after execution of the Contract.

10.2.2 CONTRACTOR shall notify CPM of any changes to CONTRACTOR's Disaster Recovery Plan within ten (10) days of making the changes.

## 11.0 PHASE-OVER REQUIREMENTS

- 11.1 CONTRACTOR shall be responsible for planning, managing, and implementing all tasks within CONTRACTOR's control necessary to vest in COUNTY, or to another CONTRACTOR, operational control of all functions at the expiration or termination of this Contract.
- 11.2 As part of this responsibility, CONTRACTOR shall, within one (1) month after execution of this Contract, submit to COUNTY a Phase-Over-Plan for returning responsibility to COUNTY, or to another CONTRACTOR, for all work, services, and activities being performed under this Contract as of the date of the plan.
- 11.3 This Phase-Over-Plan shall be updated as needed and include the delivery by CONTRACTOR to COUNTY, of all the following items:
- 11.3.1 Job step function charts and schedules for each driver.
  - 11.3.2 Job procedures for each employee performing work under the Contract.
  - 11.3.3 Documentation of frequencies of urgent requests, volume of requests and the date of each request.
  - 11.3.4 Update of Exhibit A-1 (Pick up and Delivery Locations).
- 11.4 Implementation of the Phase-Over-Plan shall commence not later than thirty (30) days prior to, and shall be completed on or before the expiration or termination date of this Contract. During this period, CONTRACTOR shall provide the CPM with information available to CONTRACTOR and required by COUNTY, including but not limited to, current schedules and procedures.
- 11.5 CONTRACTOR shall cooperate with COUNTY to the extent reasonably necessary for the COUNTY to re-solicit services and transfer the Contract to a new contractor.

## 12.0 PERFORMANCE REQUIREMENTS

- 12.1 CONTRACTOR shall comply with all applicable rules, regulations, ordinances, statutes and laws pertaining to the operation of a messenger service, as may now be in effect or as any of them may be amended from time to time. 
- 12.2  COUNTY shall interpret any misunderstanding arising from the performance of the CONTRACTOR as required under the Messenger Services Contract and SOW. 

- 12.3 CONTRACTOR shall comply with all requirements of the Contract. The Performance Requirements Summary is a chart, contained in Exhibit A-1, that is a synopsis of the requirements of the Contract, the standards for performance, and the remedies to be applied for unsatisfactory performance. This chart will be used for quick reference by COUNTY Program Manager to assure contract performance standards are met by CONTRACTOR.
- 12.4 CONTRACTOR's Project Manager shall attend Performance evaluation meetings scheduled by the CPM. Such meetings are to resolve any problems identified by either the CPM or complaint made by COUNTY representatives and discuss methods for improving Messenger Services. In addition to the above requirement, scheduled meetings will be to discuss the following topics:
- 12.4.1 Methods for identifying and preventing deficiencies in the quality of service performed before the level performance becomes unacceptable.
- 12.4.2 Methods for insuring uninterrupted service to COUNTY.
- 12.5 CONTRACTOR shall insure prompt delivery of all COUNTY documents. Delays in delivery (a.m. or p.m.) cause serious problems for some offices since their work is dependent on their Mail delivery. Late deliveries cause worker deadlines to be missed, thereby affecting the schedules of judges, attorneys, COUNTY personnel, parents, children, and witnesses.
- 12.5.1 If CONTRACTOR's performance does not conform to all of the requirements in this SOW and is found to be unsatisfactory, CPM shall notify CONTRACTOR in writing and send CONTRACTOR a User Complaint Report. CONTRACTOR shall respond within twenty-four (24) hours  all COUNTY calls and/or reports.
- 12.5.1.1 If Mail is picked up or delivered late (over 15 minutes) each occurrence will be documented as unsatisfactory performance by CONTRACTOR.
- 12.5.1.2 If Mail is picked up or delivered and the appropriate transmittal form is not signed by the COUNTY's representative or CONTRACTOR's driver and submitted to CPM as required, each occurrence will be documented as unsatisfactory performance by CONTRACTOR.

12.6 CONTRACTOR agrees that should it perform work outside the scope of this Contract, such work shall be deemed a gratuitous effort on the part of CONTRACTOR and, therefore, CONTRACTOR shall have no claim against COUNTY. All changes to the CONTRACTOR's tasks prescribed herein must be authorized in advance by an appropriate change to this Contract.

### **13.0 MONITORING**

CONTRACTOR shall permit and facilitate inspections made by CPM of CONTRACTOR's facility, vehicles, and equipment used by Driver, and where the DCFS Mail is sorted.

### **14.0 RIGHT OF REMOVAL**

The CPM may, at his or her sole discretion, direct the CONTRACTOR to remove from the facility and replace any CONTRACTOR employees who the CPM determines has performed acts that are inimical to the interest of children or which otherwise made it inappropriate for such persons to be assigned to Messenger Services.

### **15.0 QUALITY ASSURANCE**

COUNTY will evaluate CONTRACTOR's performance under this SOW using the quality assurance procedures described below:

15.1 Performance evaluation meetings will be held on an as-needed basis. CONTRACTOR's Project Manager shall actively participate to resolve all problems and discuss methods of improving the service.

15.1.1 CONTRACTOR shall have methods for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable and ensuring uninterrupted service to COUNTY.

15.1.2 CONTRACTOR shall comply with all requirements of this SOW. The Performance Requirements Summary (Exhibit A-3) is a synopsis of the requirements, the standards for performance, and the remedies to be applied for unsatisfactory performance. It will be used by the CPM to ensure Contract performance standards are met.

15.1.3 If CONTRACTOR performance requirements are not met, the CPM may call CONTRACTOR; send CONTRACTOR a User Complaint Report (UCR), Exhibit A-4, or both. CONTRACTOR shall respond to a call within one hour and respond to UCR within forty-eight (48) hours of receipt. All performance requirement issues will be reported to the CPM.

- 15.1.3.1 If Mail is picked up or delivered over fifteen (15) minutes late, without a reasonable explanation. Each occurrence will be documented as unsatisfactory performance.
  - 15.1.3.2 If Mail is picked up or delivered without the appropriate transmittal form, or if the transmittal form is not signed by the office representative and/or Driver as required, each occurrence may be documented as unsatisfactory performance.
- 15.2 CONTRACTOR shall ensure prompt delivery of Mail. Delays in delivery can cause serious problems such as missed deadlines, thereby affecting the schedules of judges, attorneys, COUNTY personnel, parents, children, and witnesses.
- 15.3 CONTRACTOR's Driver shall perform Messenger Services according to the Route Schedule(s). COUNTY reserves the right to adjust the Route Schedule(s) if deemed in the best interest of the COUNTY.
- 15.4. Messenger Services Security and Control Procedures
  - 15.4.1 CONTRACTOR is responsible for safeguarding and ensuring the confidentiality of any and all COUNTY information in accordance with Exhibit G, Employee Acknowledgement and Confidentiality Contract of the Contract.
    - 15.4.1.1 Loss or unauthorized release of COUNTY data shall subject CONTRACTOR to civil and/or criminal action.
  - 15.4.2 CONTRACTOR shall maintain and update their Security and Control Procedures. CONTRACTOR's procedures shall identify methods used by CONTRACTOR to insure that the quality of service performed fully meets the requirements of this Contract. A copy of the Security and Control Procedures shall be forwarded to CPM within ten (10) of execution of the Contract.
  - 15.4.3 CONTRACTOR shall notify CPM of any changes to CONTRACTOR's Security and Control Procedures within ten (10) days of making changes.

## **16.0 QUALITY CONTROL PLAN**

CONTRACTOR shall establish and utilize a comprehensive Quality Control Plan to assure COUNTY a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to CPM for review within five (5) days of Contract award. The plan shall include, but may not be limited to the following:

- 15.1 Method of monitoring to ensure that Contract requirements are being met;
- 16.2 A record of all inspections conducted by CONTRACTOR, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to COUNTY upon request.

**EXHIBIT B-1**

**PRICING SCHEDULE**

**MESSENGER SERVICES CONTRACT**

**EXHIBIT B-1**

**MESSENGER SERVICES CONTRACT**

**PRICING SCHEDULE**

**JOHN J. DIAZ, d/b/a  
J D ATTORNEY & MESSENGER SERVICE**

Below is CONTRACTOR's fixed monthly fee to provide the Messenger Services specified in Exhibit A, Statement of Work. This monthly fee shall be fixed and guaranteed for the contract term effective May 1, 2004 through April 30, 2007.

**Fixed Monthly Fee:      \$ 17,989**

**EXHIBIT B-2**

**BUDGET**

**MESSENGER SERVICES CONTRACT**

MESSENGER SERVICES BUDGET

EXHIBIT B2

Proposer: JD ATTORNEY & MESSENGER SERVICE

Position/Title * (List each Position/Title separately)	Hours per Day							Hours per Week	Hourly Wage Rate	Annual Cost
	Sun	Mon	Tue	Wed	Thu	Fri	Sat			
1. Elba Rivera driver/sorter		6	6	6	6	6		30	9.46	14,757.60
2. Martin Velasquez driver		6	6	6	6	6		30	9.46	14,757.60
3. Kevin Carias driver		6	6	6	6	6		30	9.46	14,757.60
4. Zorayda Velasquez		5	5	5	5	5		25	9.46	12,298.00
5. Cesar Mejia		4	4	4	4	4		20	9.46	9,838.40
6 Nelson Escobar	3.5	3	3	3	3	3	3.5	22		10,822.24
7. Francisco Delgado		4	4	4	4	4				9,838.40
<b>COMMENTS/NOTES</b>										
* All employees shown must be full-time employees of the proposer unless exemption to use part-time employees has been granted by the County.										
** Minimum cost for health insurance is \$1.14 per hour per employee if hourly wage rate is between \$8.32 and \$9.46 unless exemption from Living Wage requirements has been granted by the County.										
<b>Direct Labor Total</b>										<b>87,069.84</b>
Vacation, Sick Leave, Holiday										
Payroll Tax/FICA/FUTA										
Workers' Compensation										
Health Insurance **										
<b>Gross Labor Total</b>										<b>118,589.13</b>
Required Insurance										
Equipment										
Vehicle maintenance/repair and fuel										
Supplies and Materials										
Uniforms/Other costs										
Administrative Costs										
Profit										
<b>Other Costs Total</b>										<b>73,978.87</b>
<b>Total Annual Price</b>										
215,868.00										
<b>Total Monthly Price</b>										
17,989.00										

**EXHIBIT C**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

**MESSENGER SERVICES CONTRACT**

**CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

By submission of this proposal, I, the proposer certify that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other applicant or competitor for the purpose of restricting competition.

JOHN J. DIAZ

Name

PRESIDENT & CEO

Title

Authorized Signature

MARCH 12, 2004

Date

**EXHIBIT D**

**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO)**  
**CERTIFICATION**

**MESSENGER SERVICES CONTRACT**

**PROPOSER'S/OFFEROR'S  
EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

JD ATTORNEY & MESSENGER SERVICE

Legal Name of Agency

2690 WEST PICO BOULEVARD, LOS ANGELES, CA 90006

Address

95-4439303

Internal Revenue Service Employer Identification Number

**GENERAL**

In accordance with the Section 22001, Administrative Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firms, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

**PROPOSER'S CERTIFICATION**

1. The proposer has a written policy statement prohibiting discrimination in all phases of employment. YES  NO [ ]
2. The proposer periodically conducts a self-analysis or utilization analysis of its work force. YES  NO [ ]
3. The proposer has a system for determining if its employment practices are discriminatory against protected groups. YES  NO [ ]
4. Where problem areas are identified in employment practices, the proposer has a system for taking reasonable corrective action to include establishment of goals or time tables. YES  NO [ ]

JOHN J. DIAZ, PRESIDENT & CEO

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

MARCH 12, 2004

Date

**EXHIBIT E-1**

**COMMUNITY BUSINESS ENTERPRISE PROGRAM (CBE)**  
**FIRM/ORGANIZATION INFORMATION**

**MESSENGER SERVICES CONTRACT**

**County of Los Angeles – Community Business Enterprise Program (CBE)**

Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

FIRM NAME: JD ATTORNEY & MESSENGER SERVICE

- I AM NOT** A Local SBE certified by the County of Los Angeles Office of Affirmative Action
- I AM** Compliance as of the date of this proposal/bid's submission.
- As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number: 105928-01

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes only. On final analysis and consideration of award, contractor/vendor will be selected without regard to gender, race, creed, or color.

**Business Structure:**  Sole Proprietorship     Partnership     Corporation     Non-Profit  
 Franchise     Other (Please Specify)

**Total Number of Employees (including owners):** 14

**Race/Ethnic Composition of Firm.** Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino	<u>1</u>		<u>2</u>		<u>7</u>	<u>2</u>
Asian or Pacific Islander				<u>1</u>	<u>1</u>	
American Indian/Alaskan Native						
Filipino American						
White						

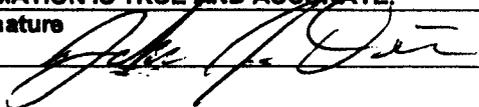
**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership is distributed.

	Black/African American	Hispanic/Latino	Asian or Pacific Islander	American Indian/Alaskan Native	Filipino American	White
Men		<u>100%</u>				
Women						

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:** If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Disadvantaged	Disabled Veteran	Expiration Date

**V. DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Authorized Signature 	Title: <u>PRESIDENT &amp; CEO</u>	Date: <u>3-12-2004</u>
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**EXHIBIT E-2**

**CBE PROGRAM APPLICATION FOR PARTICIPATION**

**MESSENGER SERVICES CONTRACT**

**COUNTY OF LOS ANGELES  
OFFICE OF AFFIRMATIVE ACTION COMPLIANCE  
COMMUNITY BUSINESS ENTERPRISE PROGRAM**

***APPLICATION FOR PARTICIPATION***

It is the policy of the County of Los Angeles Board of Supervisors that minority, women, disadvantaged, and disabled veterans business enterprises be afforded the maximum opportunity to participate in the County's procurement program. To assist in this endeavor, the Board of Supervisors established the Community Business Enterprise (CBE) Program. To be eligible to participate in the County's CBE Program, a business must either be certified as a minority, women, disadvantaged, or disabled veterans business enterprise.

**Why Participate in the County's CBE Program?**

- An approved CBE will be included in the County's Directory of Certified Minority, Women, Disadvantaged, and Disabled Veterans Business Enterprises;
- A CBE certification is valid for a period of two years;
- CBE applicants should register on the County's New CAMIS Vendor Electronic Registration web site via the Internet at <http://camisvr.co.la.ca.us/webven/> to be included in the County's central vendors listing used by all County departments soliciting for bids; and,
- An approved CBE is afforded networking opportunities with public and private contracting agencies.

**Minority & Women Owned Business Enterprise Certification**

The County of Los Angeles certifies only minority and/or women owned businesses, which must meet the following eligibility criteria:

- Be a minority and/or a women owned business;
- Have at least 51% ownership in the business; and
- Manage and control the daily business operations.

**Disadvantaged Business Enterprise (DBE) & Disabled Veterans Business Enterprise (DVBE) Participation**

Although the County does not certify DBEs or DVBEs, the CBE program recognizes these businesses for program participation purposes. DBEs or DVBEs wishing to participate must be currently certified by another authorized governmental certifying agency.

To request County of Los Angeles certification as a minority and/or a women owned business enterprise, or be recognized as a DBE or DVBE for CBE program participation, please complete the attached application and return it to:

County of Los Angeles  
Office of Affirmative Action Compliance  
Community Business Enterprise Program  
500 West Temple Street, Room 780  
Los Angeles, CA 90012

Please be advised that the County of Los Angeles Office of Affirmative Action Compliance reserves the right to request additional information and/or conduct an on-site visit at any time during the certification process to verify any documentation submitted by the applicant.

For assistance regarding the application for participation, or questions concerning the Community Business Enterprise Program, please call (877) 669-CBES.

**COUNTY OF LOS ANGELES  
COMMUNITY BUSINESS ENTERPRISE PROGRAM**

**APPLICATION FOR PARTICIPATION**

First Time Certification YES Recertification \_\_\_\_\_

**Note: Indicate "N/A" if question is not applicable to your firm.**

1. Name of Firm: JD ATTORNEY & MESSENGER SERVICE

2. Type of participation requested: X Minority Business Enterprise (MBE)  
N/A Women Business Enterprise (WBE)  
N/A Disadvantaged Business Enterprise (DBE)  
N/A Disabled Veterans Business Enterprise (DVBE)

3. Are you requesting certification by the County of Los Angeles as a MBE X and/or WBE N/A?

Please answer the following:

- A. Is the firm a minority and/or a women owned business? Yes X No \_\_\_\_\_
- B. Is the firm at least 51% minority or women owned? Yes X No \_\_\_\_\_
- C. Do you manage and control the daily business operations? Yes X No \_\_\_\_\_

4. Contact Person for the Firm: JOHN J. DIAZ

Title: PRESIDENT & CEO

5. Business Address: 2690 WEST PICO BOULEVARD, LOS ANGELES, CA 90006  
(P.O. Box unacceptable)

6. Mailing Address: SAME AS ABOVE  
(If different)

7. Telephone Number: ( 323 ) 730-8888 Fax Number: ( 323 ) 730-8008

8. Ownership Information:

- A. Race/Ethnicity
  - Black/African American
  - Hispanic/Latino - 100%
  - Asian or Pacific Islander
  - American Indian or Alaskan Native
  - Filipino American

B. Gender  
Male 100% Female \_\_\_\_\_

C. Type of Ownership:  
Sole Proprietorship X Partnership Corporation  
Non-Profit Franchise Other

D. List owners and their percentage of interest:

Name	Race/ Ethnicity	Gender M/F	% of Ownership	U.S. Citizen Yes/No
JOHN J. DIAZ	HISP.	M	100%	YES
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

9. Is your firm currently certified as a MBE, WBE, DBE, DVBE or 8(A) by another public agency? (If yes, complete the following and attach proof of certification.) **SELF-CERTIFICATION IS NOT ACCEPTABLE.**

N/A	N/A
Agency _____	Exp. Date _____

10. List the appropriate Standard Industrial Classification (SIC) Codes of goods and/or services provided by your firm. (Please refer to [http://oaac.co.la.ca.us/SICcodes\\_Ndx.htm](http://oaac.co.la.ca.us/SICcodes_Ndx.htm) to locate the applicable SIC codes.)

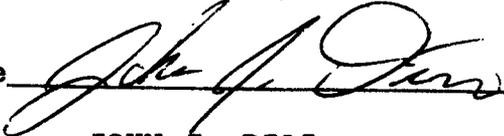
SIC: _____	SIC: _____

**If your firm is submitting proof of certification by another agency, skip numbers 11 and 12 and go to signature block.**

- 11. Attach a copy of documented evidence for each owner claiming minority and/or women owned status. Examples of acceptable evidence are: birth certificate and/or U.S. passport, as applicable. Owners who are not U.S. citizens must submit proof of legal permanent residence.
- 12. Attach a copy of the firm's current business license(s), permit(s), and/or certificate(s) as required to operate your business.

**Note: Your application will be considered incomplete, if missing any of the required documents or signatures.**

I/We, the undersigned swear that the foregoing statements are true and correct, and include all material information necessary to identify and explain the operations of JD ATTORNEY & MESSENGER SERVICE  
(Name of firm) and the ownership thereof.

Signature  Title PRESIDENT & CEO  
 Print Name JOHN J. DIAZ Date MARCH 12, 2004

**COUNTY OF LOS ANGELES  
COMMUNITY BUSINESS ENTERPRISE (CBE) PROGRAM  
ACKNOWLEDGMENT OF SANCTIONS**

It is the policy of the County of Los Angeles Board of Supervisors that it is unlawful for any person to knowingly submit fraudulent information with the intent of receiving CBE certification and its concurrent benefits for which they are not entitled.

This is to acknowledge that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, is fully aware of the following policy of the County of Los Angeles.

1. A person or business shall not:
  - a. Knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain, acceptance or certification as a Community Business Enterprise, for the purposes of this article.
  - b. Willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the acceptance or certification or denial of acceptance or certification of any entity as a minority or women owned business enterprise, or both.
  - c. Willfully and knowingly obstruct, impede, or attempt to obstruct or impede, any County official or employee who is investigating the qualifications of a business entity which has requested acceptance or certification as a Community Business Enterprise.
  - d. Knowingly and with intent to defraud, fraudulently obtain, attempt or obtain, or aid another person or business in fraudulently obtaining or attempting to obtain, public monies to which the person or business is not entitled under this article.
2. Any person or business who violates the above shall be suspended from bidding on, or participating as contractor, subcontractor, or supplies in, any County contract or project for a period of three years.
3. No County agency with the powers to award contracts shall enter into any contract with any person or business suspended for violating this section during the period of the person's or business' suspension. No awarding department shall award a contract to any contractor who uses the services of any person or business as a subcontractor suspended for violating this section during the period of the person's or business' suspension.

I acknowledge, that the undersigned, on behalf of himself or herself individually and on behalf of his or her business or organization, if any, is fully aware of the above policy of the County of Los Angeles.

**JD ATTORNEY & MESSENGER SERVICE**

Legal Name of Agency

**JOHN J. DIAZ, PRESIDENT & CEO**

Print Name and Title of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Authorized Signature of Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County

Date **MARCH 12, 2004**

**EXHIBIT F**

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT  
AGREEMENT**

**MESSENGER SERVICES CONTRACT**

**MESSENGER SERVICES CONTRACT**

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,**  
**CONFIDENTIALITY,**  
**AND COPYRIGHT ASSIGNMENT AGREEMENT**

(Note: This certification is to be executed and maintained on file with CONTRACTOR's executed Contract. It shall be made available to COUNTY upon request. Work cannot begin on the Contract until this document has been executed)

**JOHN J. DIAZ d/b/a JD ATTORNEY & MESSENGER SERVICE**

CONTRACT NO: \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this CONTRACTOR Employee Acknowledgement, Confidentiality and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the CONTRACTOR referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contact.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, to, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, CONTRACTOR proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

CONTRACTOR NAME: \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

EMPLOYEE NAME: \_\_\_\_\_

**COPYRIGHT ASSIGNMENT AGREEMENT:**

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

EMPLOYEE NAME: \_\_\_\_\_

POSITION/TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**AUDITOR - CONTROLLER  
CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

*The following handbook is designed for inclusion in most contracts for services entered into by County departments. The purpose of the handbook is to establish accounting, internal control, financial reporting, and contract administration standards for organizations (contractors) who contract with the County.*

## AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The purpose of this Handbook is to establish required accounting, financial reporting, and internal control standards for entities (contractor) which contract with the Los Angeles County.

The accounting, financial reporting and internal control standards described in this Handbook are fundamental. These standards are not intended to be all inclusive or replace acceptable existing procedures or preclude the use of more sophisticated methods. Instead, this Handbook represents the minimum required procedures and controls that must be incorporated into a CONTRACTOR's accounting and financial reporting systems. The internal control standards described are those that apply to organizations with adequate staffing. Organizations with a smaller staff must attempt to comply with the intent of the standards and implement internal control systems appropriate to the size of their staff/organization. The CONTRACTOR's subcontractors must also follow these standards unless otherwise stated in the Agreement.

### A. ACCOUNTING AND FINANCIAL REPORTING

#### 1.0 Basis of Accounting

Contractors may elect to use either the cash basis or accrual basis method of accounting for recording financial transactions. Monthly invoices must be prepared on the same basis that is used for recording financial transactions.

1.1 The County recommends the use of the accrual basis for recording financial transactions.

#### Accrual Basis

Under the accrual basis, revenues are recorded in the accounting period in which they are earned (rather than when cash is received). Expenditures are recorded in the accounting period in which they are incurred (rather than when cash is disbursed).

#### Accruals

Accruals shall be recorded observing the following:

- ◆ Only accruals where cash will be disbursed within six months of the accrual date should be recorded.
- ◆ Recorded accruals must be reversed in the subsequent accounting period.

- 1.2 If an agent elects to use the cash basis for recording financial transactions during the year:
- ◆ Necessary adjustments must be made to record the accruals at the beginning and the end of the contract.
  - ◆ All computations, supporting records, and explanatory notes used in converting from cash basis to the accrual basis must be retained.

1.3 Prepaid Expenses

Prepaid expenses (e.g., insurance, service agreements, lease agreements, etc.) should only be expensed during a given Agreement year to the extent goods and services are received during that Agreement year.

2.0 Accounting System

Each agent shall maintain a double entry accounting system (utilizing debits and credits) with a General Journal, a Cash Receipts Journal, a General Ledger, and a Cash Disbursements Journal. The County recommends that a Payroll Register also be maintained. Postings to the General Ledger and Journals should be made on a monthly basis.

2.1 General Journal

A General Journal shall be maintained for recording adjusting entries, reversing entries, closing entries, and other financial transactions not normally recorded in the Cash Receipts Journal or Cash Disbursements Journal. Entries in the General Journal must be adequately documented, and entered in chronological order with sufficient explanatory notations.

Example:	DR	CR
Rent Expense	100	
Rent Payable		100

To record accrued rent to March 31, 20XX

2.2 Cash Receipts Journal

A Cash Receipts Journal shall be maintained for recording all cash receipts (e.g., County warrants, contributions, interest income, etc.). The Cash Receipts Journal shall contain (minimum requirements) the following column headings:

- date
- receipt number
- cash debit columns
- income credit columns for the following accounts:
  - County payments (one per funding source)
  - Contributions
  - Other Income (Grants, sales of supplies/services, rental income, miscellaneous revenue, fees, etc.)
- Description (Entries in the description column must specify the source of cash receipts.)

2.3 Cash Disbursements Journal

A Cash Disbursements Journal shall be maintained for recording all cash disbursements (e.g., rent, utilities, maintenance, etc.)

The Cash Disbursements Journal shall contain (minimum requirements) the following column headings:

- date
- check number
- cash (credit) column
- expense account name
- description

Note (1) Separate expense columns are recommended for salary expense and other recurring expense classifications for each program.

Note (2) Entries in the description column must specify the nature of the expense and the corresponding expense classification if not included in the column heading.

Note (3) Checks should not be written to employees (other than payroll, mileage, travel, and petty cash custodian checks.)

A Check Register may be substituted for the Cash Disbursements Journal, but this is not recommended. If used, the Check Register

must contain the same expense classifications and description information required when a Cash Disbursements Journal is used.

Disbursements without supporting documentation will be disallowed on audit. Cancelled checks and credit card statements (VISA, AMEX, department store, etc.) will not constitute acceptable support. (See Section A.3.2 and B.2.4) for additional guidance.

2.4 General Ledger

A General Ledger shall be maintained with accounts for all assets, liabilities, fund balances, expenditures, and revenues. Separate accounts must be maintained for each County program's expenses and revenues.

2.5 Chart of Accounts

A Chart of Accounts shall be maintained:

- □ The County recommends that agents use the expense account titles on the monthly invoice submitted to the County.
- □ If the contractor uses account titles which differ from the account titles on the monthly invoice, each account title must clearly identify the nature of the transaction(s) posted to the account.
- □ Contractor must consistently post transactions that are of a similar nature to the same account. For example, all expenses for travel shall be posted to the account titled "travel" or "travel expense" and not intermixed with other expense accounts.

2.6 Payroll Register

The County recommends that a Payroll Register be maintained for recording all payroll transactions. The Register should contain the following:

- □ Name
- □ Position
- □ Social Security Number
- □ Salary (hourly wage)
- □ Payment Record including:
  - □ accrual period

- gross pay
- itemized payroll deductions
- net pay amount
- check number

If a Payroll Register is not used, the information in (2.6) must be recorded in the cash disbursements journal.

CONTRACTOR will ensure compliance with all applicable federal and State requirements for withholding payroll taxes (FIT, FICA, FUTA, SIT, SIU, etc.), reporting, filing (941, DE-7, W-2, W-4 and 1099s), and all applicable tax deposits.

Contractor will ensure compliance with Internal Revenue Service guidelines in properly classifying employees and independent contractors.

### 2.7 Contractor Invoices

Each agent shall present an invoice to the County each calendar month to report the financial activity of the month. In addition, if advanced funding is involved, an invoice shall be presented at the beginning of the contract period. Invoices shall be prepared in the manner prescribed by the County's contracting department.

### 3.0 Records

Adequate care shall be exercised to safeguard the accounting records and supporting documentation. Any destruction or theft of the CONTRACTOR's accounting records or supporting documentation shall be immediately reported to the County.

#### 3.1 Retention

All accounting records (e.g., journals, ledgers, etc.), financial records and supporting documentation (e.g., invoices, receipts, checks, etc.) must be retained for a minimum of five years after the termination of the CONTRACTOR's agreement.

#### 3.2 Supporting Documentation

All revenues and expenditures shall be supported by original vouchers, invoices, receipts, or other documentation and shall be maintained in the manner described herein.

Invoices, receipts and canceled checks will be required to support an outlay of funds. Unsupported disbursements will be disallowed

on audit. CONTRACTOR will be required to repay COUNTY for all disallowed costs. **Photocopied invoices or receipts, any internally generated documents (i.e., vouchers, request for check forms, requisitions, canceled checks, etc.), and account statements do not constitute supporting documentation for purchases.**

Supporting documentation is required for various types of expenditures as follows:

**Payroll** – time and attendance records signed by the employee and approved in writing by the supervisor, time distribution records by program accounting for total work time on a daily basis for all employees, records showing actual expenditures for Social Security and unemployment insurance, State and federal quarterly tax returns, federal W-2 forms, and federal W-4 forms.

**Consultant Services** – contracts, time and attendance records, billing rates, travel vouchers detailing purpose, time and location of travel, purchase orders and invoices for supplies and invoices or other supporting documentation detailing the nature of services provided.

**Travel** – travel policies of the CONTRACTOR (written); travel expense vouchers showing location, date and time of travel, purpose of trip, and rates claimed; vehicle mileage logs showing dates, destination and headquarters, purpose of trip, and mileage. Travel related to conferences should include conference literature detailing purpose of the conference. Reimbursement rates for mileage shall not exceed applicable federal guidelines.

Reimbursement for actual receipts or per diem rates for meal expenses shall not exceed the maximum County's reimbursement rate for employees.

Receipts shall be required for lodging for approved out-of-town travel dates. Maximum reimbursable lodging amount is the maximum County's reimbursement rate for employees for a single occupancy hotel accommodation.

**Operating Expenses** (e.g., utilities, office supplies, equipment rentals, etc.) – bona fide contracts or lease agreements, if any, and invoices and receipts detailing the cost and items purchased will constitute the primary

supporting documentation. For internal control purposes, the CONTRACTOR may maintain vouchers, purchase orders, requisitions, stock received reports, bills of lading, etc.

**Outside Meals** - receipts and/or invoices for all meals, a record of the nature and purpose of each meal, and identification of the participants.

3.3 Payments to Affiliated Organizations or Persons

CONTRACTOR shall not make payments to affiliated organizations or persons for program expenses (e.g., salaries, services, rent, etc.) that exceed the lower of actual cost or the reasonable cost for such expenses. A reasonable cost shall be the price that would be paid by one party to another when the parties are dealing at arm's length (fair market price).

Organizations or persons (related parties) related to the CONTRACTOR or its members by blood, marriage, or through legal organization (corporation, partnership, association, etc.) will be considered affiliated for purposes of this Agreement. County shall be solely responsible for the determination of affiliation unless otherwise allowed and approved by the State or federal agencies.

Payments to affiliated organizations or persons will be disallowed on audit to the extent the payments exceed the lower of actual costs or the reasonable costs for such items.

3.4 Filing

All relevant supporting documentation for reported program expenditures and revenues shall be filed in a systematic and consistent manner. It is recommended that supporting documents be filed as follows:

- checks – numerically
- invoices – vendor name and date
- vouchers – numerically
- receipts – chronologically
- timecards – pay period and alphabetically

3.5 Referencing

Accounting transactions posted to the CONTRACTOR's books shall be appropriately cross-referenced to supporting documentation. It

is recommended that expenditure transactions on the CONTRACTOR's books be cross-referenced to the supporting documentation as follows:

- □ invoices – vender name and date
- □ checks – number
- □ vouchers –number
- □ revenue – receipt number

Supporting documentation for non-payroll expenditures (i.e., operating expenditures) should be cross-referenced to the corresponding check issued for payment. If multiple invoices are paid with one check, all related invoices should be bound together and cross-referenced to the check issued for payment.

4.0 Donations and Other Sources of Revenue

Restricted donations and other sources of revenue earmarked specifically for the Contract must be utilized on allowable contract expenditures.

5.0 Audits

The agent will make available for inspection and audit to County representatives, upon request, during working hours, during the duration of the contract and for a period of five years thereafter, all of its books and records relating to the operation by it of each project or business activity which is funded in whole or part with governmental monies, whether or not such monies are received through the County. All such books and records shall be maintained at a location within Los Angeles County.

6.0 Single Audit Requirements

OMB Circular 133, "Audits of State, Local Governments and Non Profit Organizations" requires that certain organizations receiving federal awards, including pass-through awards, have annual audits. Details are contained in the respective Circular.

A copy of any Single Audit reports must be filed with the County within the timeframes prescribed by the applicable Circular.

7.0 Subcontracts

No CONTRACTOR shall subcontract services without the prior written consent of the County.

CONTRACTOR shall provide County with copies of all executed subcontracts and shall be responsible for the performance of their subcontractors.

B. INTERNAL CONTROLS

Internal controls safeguard the CONTRACTOR's assets from misappropriations, misstatements or misuse. Each CONTRACTOR shall prepare necessary written procedures establishing internal controls for its personnel. The CONTRACTOR shall instruct all of its personnel in these procedures and continuously monitor operations to ensure compliance with them.

1.0 Cash Receipts

1.1 Separate Fund or Cost Center

All contract revenues shall be maintained in a bank account. If revenues from other sources are maintained in the same bank account, revenues for each source must be clearly identifiable on the accounting records through the use of cost centers or separate accounts.

1.2 Deposits

All checks shall be restrictively endorsed upon receipt.

Cash received shall be recorded on pre-numbered receipts. Checks shall be recorded on a check remittance log at the time of receipt.

Cash receipts (i.e., cash and checks) totaling \$500 or more shall be deposited within one day of receipt. Collections of less than \$500 may be held and secured and deposited weekly or when the total reaches \$500, whichever occurs first.

Duplicate deposit slips shall be retained and filed chronologically, and shall contain sufficient reference information for comparison to the Cash Receipts Journal (and individual receipts, if applicable).

1.3 Separation of Duties

An employee who does not handle cash shall record all cash receipts.

1.4 Bank Reconciliations

Bank statements should be received and reconciled by someone with no cash handling, check writing, or bookkeeping functions.

Monthly bank reconciliations should be prepared within 30 days of the bank statement date and reviewed by management for

appropriateness and accuracy. The bank reconciliations should be signed by both the preparer and the reviewer. Reconciling items should be resolved timely.

2.0 Disbursements

2.1 General

All disbursements for expenditures, other than petty cash, shall be made by check.

Blank check stock shall be secured and accounted for to preclude unauthorized use.

Checks shall not be payable to "cash" or signed in advance. Checks written to employees for reimbursement of out-of-pocket costs must be supported by receipts and invoices.

A second signature shall be required on all checks, unless otherwise specified in contract.

If the bookkeeper signs checks, a second signature shall be required on the checks, regardless of limits specified in contract.

Voided checks shall be marked void with the signature block cut out. The voided checks must be filed with the cancelled checks.

Unclaimed or undelivered checks shall be cancelled periodically.

All supporting documentation shall be referenced to check numbers and marked "paid" or otherwise canceled to prevent reuse or duplicate payments.

Disbursements without adequate supporting documentation will be disallowed on audit.

2.2 Approvals and Separation of Duties

Employees responsible for approving cash disbursements and/or signing of checks shall examine all supporting documentation at the time the checks are approved and signed.

All disbursements, excluding petty cash purchases, shall be approved by persons independent of check preparation and bookkeeping activities.

### 2.3 Petty Cash

A petty cash fund up to \$500 may be maintained for payment of small incidental expenses incurred by the CONTRACTOR (e.g., postage due, small purchases of office supply items, etc.). The CONTRACTOR must obtain written approval from the County to establish a petty cash fund greater than \$500.

Petty cash disbursements must be supported by invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. In the event that outside (external) supporting documentation is not obtainable for minor disbursements (under \$10), such as parking meters, etc., then documentation shall be considered as proper supporting documentation on a basis of reasonableness. Petty cash disbursements should not be used as a substitute for normal purchasing and disbursement practices i.e., payment by check).

The petty cash fund shall be maintained on an imprest basis. A check should be drawn to set up the fund and to make periodic reimbursements. Receipts, vouchers, etc., supporting each fund replenishment must be bound together, filed chronologically and cross referenced to the reimbursement check.

### 2.4 Credit Cards

The use of credit cards, both CONTRACTOR issued credit cards and an employee's personal credit cards used on behalf of the CONTRACTOR, should be limited to purchases where normal purchasing and disbursement practices are not suitable.

Credit cards issued in the CONTRACTOR's name must be adequately protected and usage monitored to ensure that only authorized and necessary items are purchased.

Credit card purchases should be pre-approved by CONTRACTOR management to ensure that they are reasonable and necessary.

All credit card disbursements must be supported by original invoices, store receipts or other external authenticating documents indicating the item purchased and the employee making the purchase. Credit card statements are not sufficient support for credit card purchases.

3.0 Timekeeping

3.1 Timecards

Timecards or time reports must be prepared for each pay period. Timecards or time reports must indicate total hours worked each day by program and total hours charged to each of the CONTRACTOR's programs. Time estimates do not qualify as support for payroll expenditures and will be disallowed on audit.

All timecards and time reports must be signed in ink by the employee and the employee's supervisor to certify the accuracy of the reported time.

3.2 Personnel and Payroll Records

Adequate security must be maintained over personnel and payroll records with access restricted to authorized individuals.

Personnel and payroll records should include (but not be limited to) the following:

- Employee's authorized salary rate
- Employee information sheet
- Resume and/or application
- Proof of qualifications for the position, if required (e.g., notarized copy or original diploma, license, etc.)
- Performance evaluations
- Criminal record clearance
- Citizenship Status
- Benefit balances (e.g., sick time, vacation, etc.)

Benefit Balances

Employee benefit balances (e.g., sick time, vacation, personal time, etc.) should be maintained on at least a monthly basis. Benefit balances should be increased when benefit hours are earned and decreased as hours are used.

Limitations on Positions and Salaries

The CONTRACTOR shall pay no salaries higher than those authorized in the contract, or the attachments thereto, except as proscribed by state or federal law.

If an employee serves in the same or dual capacities under more than one Agreement or program, the employee may not charge more than 100% of their time to the contracts or programs taken as a whole.

Salaried employees who work less than 40 hours per week shall be paid a salary that corresponds with the employee’s work schedule.

The salary expense of salaried employees working on more than one Agreement or program shall be allocated to each program based on the ratio of the number of hours worked on each program during the pay period to the total number hours worked during the pay period.

The CONTRACTOR will make no retroactive salary adjustment for any employee without written approval from the County.

Separation of Duties

Payroll checks should be distributed by persons not involved in timekeeping, preparing of payroll, or reconciling bank accounts.

All employee hires and terminations, or pay rate changes, shall be approved by authorized persons independent of payroll functions.

All employee hires and terminations, or pay rate changes shall be approved in writing by authorized persons independent of payroll functions.

4.0 Fixed Assets

A fixed asset is defined as an article of nonexpendable tangible personal property having a useful life of more than two years. The County recommends all fixed assets with an acquisition cost of \$1,000 or more per unit be capitalized.

Acquisition cost means the net invoice unit price of an item, including the cost of any modifications, attachments, accessories, or auxiliary apparatus necessary to make it usable for the purpose for which it was acquired.

4.1 Acquisition

Fixed asset purchases shall be approved by the Agency’s Board of Directors or their authorized representative.

4.2 Identification and Inventory

All fixed assets purchased with Contract funds are to be used solely for the benefit of the Contract and should be appropriately tagged.

Each CONTRACTOR shall maintain a current listing of fixed assets, including the item description, serial number, date of purchase, acquisition cost and sources of funding.

An inventory of all fixed assets should be conducted at least once each year to ensure that all fixed assets are accounted for and maintained in proper working order.

4.3 Security

Physical security should be adequately maintained over fixed assets to prevent misuse and theft of County property.

4.4 Property Management

The CONTRACTOR shall assume responsibility and accountability for the maintenance of all non-expandable property purchased, leased, or rented with Contract funds.

The CONTRACTOR shall report promptly, in writing, to the County all cases of theft, loss, damage, or destruction of fixed assets. The report shall contain at a minimum, item identification, recorded value, facts relating to loss, and a copy of the law enforcement report.

CONTRACTOR shall dispose of or return to the County all fixed assets, in accordance with their Contract.

5.0 Bonding – All officers, employees, and agents who handle cash or have access to the agent's funds shall be bonded.

C. COST PRINCIPLES

1.0 Policy

It is the intent of the COUNTY to provide funds for the purpose of CONTRACTOR providing services required by the Agreement. CONTRACTOR shall use these funds on actual expenses in an economical and efficient manner and ensure they are reasonable, proper and necessary costs of providing services and are allowable in accordance with the applicable OMB Circular.

1.1. Limitations on Expenditures of Program Funds

CONTRACTOR shall comply with the Agreement and the applicable OMB Circular. The Circular defines direct and indirect costs, discusses allowable cost allocation procedures and the development of Indirect Cost Rates, and specifically addresses the allowability of a variety of different costs.

If a CONTRACTOR is unsure of the allowability of any particular type of cost or individual cost, the CONTRACTOR should request advance written approval from the County prior to incurring the cost.

1.2 Expenses Incurred Outside the Agreement Period

Expenses charged against program funds may not be incurred prior to the effective date of the Agreement or subsequent to the Agreement termination date.

1.3 Budget Limitation

Expenses may not exceed the maximum limits shown on the contract budget.

1.4 Unspent Funds

The County will determine the disposition of unspent program funds upon termination of the contract.

1.5 Necessary, Proper and Reasonable

Only those expenditures that are necessary, proper and reasonable to carry out the purposes and activities of the Program are allowable.

2.0 Allocation of Cost Pools

For CONTRACTORS that provide services in addition to the services required under contract, the CONTRACTOR shall allocate expenditures that benefit programs or funding sources on an equitable basis.

In accordance with the applicable OMB Circular, agencies shall define their allocable costs as either direct or indirect costs (as defined below) and allocate each cost using the basis most appropriate and feasible.

The CONTRACTOR shall maintain documentation related to the allocation of expenses (e.g., timecards, time summaries, square footage measurements, number of employees, etc.).

Under no circumstances shall allocated costs be charged to an extent greater than 100% of actual costs or the same cost be charged both directly and indirectly.

2.1 Direct Costs

Direct costs are those costs that can be identified specifically with a particular final cost objective (i.e., a particular program, service, or other direct activity of an organization). Examples of direct costs include salaries and benefits of employees working on the program, supplies and other items purchased specifically for the program, costs related to space used by employees working on the program, etc.

For all employees, other than general and administrative, the hours spent on each program (activity) should be recorded on employees' timecards and the payroll expense should be treated as direct charges and distributed on the basis of recorded hours spent on each program.

Joint costs (i.e., costs that benefit more than one program or activity) which can be distributed in reasonable proportion to the benefits received may also be direct costs.

Examples of bases for allocating joint costs as direct costs:

- Number of direct hours spent on each program
- Number of employees in each program
- Square footage occupied by each program
- Other equitable methods of allocation

2.2 Indirect Costs

Indirect costs are those costs that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples of indirect costs include salaries, employee benefits, supplies, and other costs related to general administration of the organization, depreciation and use allowances, and the salaries and expenses of executive officers, personnel administration, and accounting.

Examples of bases for allocating indirect costs:

- Total direct salaries and wages
- Total direct costs (excluding capital expenditures and other distorting items such as subcontractor payments)

2.3 Acceptable Indirect Cost Allocation Methods

OMB Circulars describe the following allowable methods for allocating indirect costs:

- Simplified allocation method
- Direct allocation method
- Multiple allocation base method
- Negotiated indirect cost rate

Simplified Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all allocable costs are considered indirect costs and an indirect cost rate is determined by dividing total allowable indirect costs by an equitable distribution base.

Example

Agency-wide indirect costs	\$250,000
Less: Capital expenditures	<u>10,000</u>
Allocable indirect costs	240,000
Total agency-wide indirect salaries	\$1,000,000
Indirect cost rate (\$240,000/\$1,000,000)	24%
Program direct salaries	\$100,000
Program indirect costs (24% x \$100,000)	<u>\$24,000</u>

Direct Allocation Method

This method can also be used when an organization's major functions benefit from its indirect costs to approximately the same degree. Using this method, all costs except general administration and general expenses are treated as direct costs. Joint costs for depreciation, rental, facilities maintenance, telephone, and other similar expenses are prorated individually to each direct activity on a basis appropriate for that type of cost.

The remaining costs, which consist exclusively of general administration and general expenses are then allocated using the simplified allocation method previously discussed.

Multiple Base Allocation Method

This method can be used when an organization's major functions benefit from its indirect costs in varying degrees. Using this method, indirect costs are grouped to permit allocation of each grouping on the basis of the benefits provided to the major functions. Each grouping is then allocated individually using the basis most appropriate for the grouping being allocated.

2.4 Cost Allocation Plan

If the CONTRACTOR has a negotiated indirect cost rate approved by a federal agency, it shall submit a copy of the approval letter when requested by County.

If the CONTRACTOR does not have a negotiated indirect cost rate, CONTRACTOR shall submit an annual Agency-wide Cost Allocation Plan when requested by County. The Cost Allocation Plan shall be prepared in accordance with County instructions and the applicable OMB Circular and include the following information:

1. CONTRACTOR general accounting policies:
  - Basis of accounting (cash or accrual)
  - Fiscal year
  - Method for allocating indirect costs (simplified, direct, multiple, negotiated rate)
  - indirect cost rate allocation base
2. Identify the CONTRACTOR's direct and indirect costs (by category) and describe the cost allocation methodology for each category.
3. Signature of CONTRACTOR management certifying the accuracy of the plan.

Negotiated Indirect Cost Rates

Agencies have the option of negotiating an indirect cost rate or rates for use on all their Federal programs. The CONTRACTOR must submit a cost allocation plan to the federal agency providing the most funds to the organization. The approved indirect cost rate is then applied to the total approved direct cost base.

If CONTRACTOR has a federally approved indirect cost rate, CONTRACTOR shall submit a copy of the approval letter to COUNTY upon request.

D. UNALLOWABLE COSTS

OMB Circulars address the allowability of a variety of different costs. For all costs, there are certain restrictions and limitations; however, the following costs are not allowable under any circumstances:

- Bad debts
- Contingency provisions
- Contributions and donations
- Fines and penalties
- Fundraising activities
- Interest expense (unless expressly allowed by Federal guidelines)
- Losses on other awards

E. OVERPAYMENTS

If upon audit, or at any time during the Agreement year, it is determined that invoices submitted to the County and used as a basis for payments to the CONTRACTOR were inaccurate, County shall determine the total overpayment and require the CONTRACTOR to repay County. The County may withhold payments from CONTRACTOR's future payments for any amounts not returned to the COUNTY or credited to the Contract unless otherwise prohibited by State or federal regulations.

F. MISCELLANEOUS REQUIREMENTS

1.0 Insurance

CONTRACTOR is responsible for securing and maintaining insurance coverage as required by the Agreement. CONTRACTOR must notify County when insurance is revoked, reduced to a level or coverage less than required, or otherwise made ineffective.

Insurance shall include an endorsement naming the COUNTY as an additional insured.

2.0 Activity

No funds, materials, property, or services contributed to the COUNTY or the CONTRACTOR under this Agreement shall be used in the performance of any political activity, the election of any candidate, or the defeat of any candidate for public office.

**EXHIBIT H**

**INTERNAL REVENUE SERVICE NOTICE 1015**

**MESSENGER SERVICES CONTRACT**

## Have You Told Your Employees About the Earned Income Credit (EIC)?

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### What Is the EIC?

The EIC is a refundable tax credit for certain workers. **A change to note.** Workers **cannot** claim the EIC if their 2000 investment income (such as interest and dividends) is over \$2,400.

### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on **Form W-4**, Employee's Withholding Allowance Certificate. **Note:** *You are encouraged to notify each employee whose wages for 2000 are less than \$31,152 that he or she may be eligible for the EIC.*

### How and When Must I Notify My Employees?

You must give the employee one of the following:

- \* The IRS **Form W-2**, Wage and Tax Statement, which has the required information about the EIC on the back of **Copy B**.
- \* A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- \* **Notice 797**, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- \* Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2001.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676. You can also get the notice from the IRS Web Site at [www.irs.gov](http://www.irs.gov).

### How Will My Employees Know If They Can Claim the EIC?

The 2000 instructions for Forms 1040, 1040A, and 1040EZ, and **Pub. 596**, Earned Income Credit, explain who can claim the EIC. Generally, any employee who meets the following requirements may be able to claim the EIC for 2000.

**Note:** *An employee cannot claim the EIC if he or she files **Form 2555** or **Form 2555-EZ** (relating to foreign earned income). Also, an employee who is a nonresident alien for any part of 2000 cannot claim the EIC unless he or she is married to a U.S. citizen or resident and elects to be taxed as a resident alien for all of 2000.*

\* The employee's 2000 earned income and modified adjusted gross income are both under \$27,413 (under \$31,152 if the employee has more than one qualifying child; under \$10,380 if the employee does not have a qualifying child). **Earned income** for this purpose does not include amounts paid to inmates in penal institutions for their work.

\* The employee's filing status is any status **except** married filing a separate return.

The employee (and the employee's spouse if filing a joint return) is not a qualifying child of another person.

\* For an employee without a qualifying child, the employee is at least age 25 but under 65 at the end of 2000. Also, no one may be entitled to claim the employee as a dependent and the employee's home must be in the United States for over half of 2000. If the employee is married filing a joint return, other rules apply.

### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2000 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2000 and owes no tax but is eligible for a credit of \$797, he or she must file a 2000 tax return to get the \$797 refund.

### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2001 can get part of the credit with their pay during the year by giving you a completed **Form W-5**, Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Pub. 15**, Employer's Tax Guide.

**EXHIBIT I**

**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

**MESSENGER SERVICES CONTRACT**

**CHILD SUPPORT COMPLIANCE PROGRAM CERTIFICATION**

Los Angeles County Code Chapter 2.200 establishes the Los Angeles County Child Support Compliance Program. This Program requires the County to provide certain information to the District Attorney concerning its employees and business licensees. It further requires that bidders or proposers for County contracts submit certifications of Program compliance to the soliciting County department along with their bids or proposals. (In an emergency procurement, as determined by the soliciting County department, these certifications may be provided immediately following the procurement)

IN ORDER TO COMPLY WITH THIS REQUIREMENT, COMPLETE THIS FORM AND SUBMIT IT DIRECTLY TO THE SOLICITING COUNTY DEPARTMENT ALONG WITH YOUR BID OR PROPOSAL. IN ADDITION, PROVIDE A COPY TO THE DISTRICT ATTORNEY AT THE ADDRESS OR FAX NUMBER SHOWN BELOW. SOLE PRACTITIONER MEMBERS OF AN ASSOCIATION MUST COMPLETE AND SUBMIT INDIVIDUAL FORMS.

I, (print name) \_\_\_\_\_ hereby submit this certification to the (County department) \_\_\_\_\_, pursuant to the provisions of County Code Section. 2.200.060 and hereby certify that (contractor or association name as shown in bid or proposal),

\_\_\_\_\_, an independently

owned or franchiser-owned business (circle one), located at (contractor, or, if an association, associated member address) \_\_\_\_\_

is in compliance with Los Angeles County's Child Support Compliance Program and has met the following requirements:

- 1) Submitted a completed Principal Owner Information Form to the District Attorney Bureau of Family Support Operations;
- 2) Fully complied with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and/or California Unemployment Insurance Code Section 1088.5, and will continue to comply with such reporting requirements;
- 3) Fully complied with all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b) or pursuant to applicable provisions of the Uniform Interstate Family Support Act, and will continue to comply with such Orders or Notices.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_  
(Month and Year)

at: \_\_\_\_\_  
(City/State) (Telephone No.)

by: \_\_\_\_\_  
(Signature of a Principal Owner, an officer, or manager responsible for submission of the bid or proposal to the County.)

Copy to: District Attorney Bureau of Family Support Operations

Special Projects  
P.O. Box 911009  
Los Angeles, CA 90091-1099  
FAX: (323) 869-0634 Telephone: (323) 832 7277 or (323) 832-7276

Rev: 7/2/01

**EXHIBIT J**

**CONTRACTOR EMPLOYEE JURY SERVICE (LOS ANGELES  
COUNTY JURY SERVICE PROGRAM)**

**MESSENGER SERVICES CONTRACT**

## CONTRACTOR EMPLOYEE JURY SERVICE

An ordinance amending Title 2 – Administration of the Los Angeles County Code relating to jury service policies of contractors of the County of Los Angeles.

The Board of Supervisors of the County of Los Angeles ordains as follows:

**SECTION 1.** Chapter 2.203 is hereby added to read as follows:

### Chapter 2.203

**2.203.010 Findings.** The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.** The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A Contract where federal or state law or condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.** This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable

**2.203.040 Contractor Jury Service Policy.** A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

**2.203.060 Enforcement and Remedies.** For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract;  
and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,
2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.** If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

EXHIBIT K

**JURY SERVICE PROGRAM APPLICATION FOR EXEMPTION  
AND CERTIFICATION**

**MESSENGER SERVICES CONTRACT**

## COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### **WE RECOGNIZE. . . .**

#### ***The importance of small business to the County. . .***

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### ***The County can play a positive role in helping small business grow. . .***

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

EXHIBIT L

**SAFELY SURRENDERED BABY LAW FACT SHEET**

**MESSENGER SERVICES CONTRACT**

**No shame**  
**No blame**  
**No names**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station .**

**In Los Angeles County:  
1-877-BABY SAFE  
1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)**

<p><b>State of California</b> Gray Davis, Governor <b>Health and Human Services Agency</b> Grantland Johnson, Secretary <b>Department of Social Services</b> Rita Saenz, Director</p>	<p><b>Los Angeles County Board of Supervisors</b> Gloria Molina, Supervisor, First District Yvonne Brathwaite Burke, Supervisor, Second District Zev Yaroslavsky, Supervisor, Third District Don Knabe, Supervisor, Fourth District Michael D. Antonovich, Supervisor, Fifth District</p>
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This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

**What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

**How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

**What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

**Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

**Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

**Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

**What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

**It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County Hospital ER or fire station.**

**What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

**Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

**A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardino Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

<p>Every baby deserves a chance for a healthy life.</p> <p>If someone you know is considering abandoning a newborn, let her know there are other options.</p>
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**EXHIBIT M**

**NON-EMPLOYEE INJURY REPORT**

**MESSENGER SERVICES CONTRACT**

Dept Name \_\_\_\_\_ Dept. #: \_\_\_\_\_  
DIV. or Facility: \_\_\_\_\_  
SECTION: \_\_\_\_\_  
IRMIS Code #: \_\_\_\_\_

Prepared for County Counsel in defense of the County, Special Districts and employees.

**INSTRUCTIONS:**

- 1. All incidents involving injury to non-employee, however, minor, while on County property (owned or leased) must be reported, by the Guard, Marshal's Office or Department in proximity to incident, as follows:

Two copies to: CARL WARREN & CO., P.O. Box 116, Glendale, CA 91209-0116

**FATALITIES OR SERIOUS INJURIES MUST BE REPORTED IMMEDIATELY BY PHONE TO CARL WARREN & CO. (818) 247-2206**

**INJURED NON-EMPLOYEE**

1. Name: \_\_\_\_\_  
(Last Name) (First Name) (Middle Name)

2. Address: \_\_\_\_\_

3. Age: \_\_\_\_\_ 4. Sex: \_\_\_\_\_ Male \_\_\_\_\_ Female

If minor, give name of parent or guardian \_\_\_\_\_

**TIME AND PLACE:**

5. Place of occurrence \_\_\_\_\_  
(Name of County Facility, Bldg, Street, Number) (City or Town)

6. Location in building \_\_\_\_\_  
(In detail: Bldg, Floor, Room No.)

7. Date of Occurrence \_\_\_\_\_ Hour \_\_\_\_\_ AM/PM 8. Weather \_\_\_\_\_ Clear \_\_\_\_\_ Rain \_\_\_\_\_

POLICE REPORT:  Yes  No POLICE AGENCY REPORTING \_\_\_\_\_ STATION \_\_\_\_\_ DEPT.#: \_\_\_\_\_

**DESCRIPTION OF INCIDENT:**

9. What was non-employee doing? \_\_\_\_\_

10. What happened? (Describe fully, stating whether injured person fell, was struck, etc.) Give all factors contributing to injury: \_\_\_\_\_  
(If necessary, continue on separate sheet)

11. Condition of floor, sidewalk, steps or other physical property or equipment involved: \_\_\_\_\_

12. Was there any defect or foreign substances or object involved? If so, describe: \_\_\_\_\_

13. If slip and fall: Person's shoes \_\_\_\_\_ heels \_\_\_\_\_ caps \_\_\_\_\_  
(Type) (Type) (Type)

**NATURE OF INJURY AND PART OF BODY AFFECTED:**

14. Be specific! State which part of body injured, whether right or left, etc. If exact nature of injury is undetermined, give opinion: \_\_\_\_\_

**TREATMENT GIVEN:**

15. Was treatment given to the injured person by County personnel? \_\_\_\_\_ By whom? \_\_\_\_\_ Type of Treatment: \_\_\_\_\_

16. Was ambulance called? \_\_\_\_\_ Which company \_\_\_\_\_ By whom? \_\_\_\_\_

17. Taken to hospital? \_\_\_\_\_ Which? \_\_\_\_\_

**STATEMENTS BY INJURED AND WITNESSES:**

18. Statement of injured as to what happened: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

19. Witness No. 1: Name: \_\_\_\_\_  
(Last Name) (First Name) (Middle Initial)

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
(Number) (Street) (City)

Statement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. Witness No. 2: Name: \_\_\_\_\_  
(Last Name) (First Name) (Middle Initial)

Address: \_\_\_\_\_ Telephone: \_\_\_\_\_  
(Number) (Street) (City)

Statement: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date Report Prepared: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Telephone: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_ Dept.: \_\_\_\_\_

Signature: \_\_\_\_\_

**EXHIBIT N**

**LIVING WAGE ORDINANCE**

**MESSENGER SERVICES CONTRACT**

**LOS ANGELES COUNTY CODE  
TITLE 2 – ADMINISTRATION  
CHAPTER 2.201 – LIVING WAGE PROGRAM**

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay less than a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and

c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week (Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\*Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

**2.201.040 Payment of living wage.**

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$8.32 per hour with health benefits, or \$9.46 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$1.14 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's

employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

### **2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.).

### **2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and

3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, not to exceed three years. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.090 Exceptions.**

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999.

**EXHIBIT O**

**LIVING WAGE ORDINANCE ACKNOWLEDGMENT AND  
STATEMENT OF COMPLIANCE**

**MESSENGER SERVICES CONTRACT**



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
AND CONTRACTOR NON-RESPONSIBILITY DEBARMENT**

**ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE**

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm. The Agent is required to check each of the applicable boxes below.

**LIVING WAGE ORDINANCE:**

- The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.

**CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:**

- The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

**LABOR LAW/PAYROLL VIOLATIONS:**

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

**History of Alleged Labor Law/Payroll Violations (Check One):**

- The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; OR
- The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

**History of Determinations of Labor Law /Payroll Violations (Check One):**

- There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; OR
- There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) *(The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)*

**HISTORY OF DEBARMENT (Check one):**

- The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; OR
- The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

**I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.**

Owner's/Agent's Authorized Signature 	Print Name and Title JOHN J. DIAZ, PRESIDENT/CEO
Print Name of Firm JD ATTORNEY & MESSENGER SERVICE	Date MARCH 12, 2004



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM  
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE  
LABOR/PAYROLL/DEBARMENT HISTORY**

**Firm must complete and submit a separate form (make photocopies of form) for each instance of (check the applicable box below):**

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm:	Print Name of Owner:
Print Address of Firm:	Owner's/Agent's Authorized Signature:
City, State, Zip Code:	Print Name and Title:

<b>Public Entity Name:</b>		<b>Date of Incident:</b>
<b>Case Number/Date Claim Opened:</b>	<b>Case Number:</b>	<b>Date Claim Opened:</b>
<b>Name and Address of Claimant:</b>	<b>Name:</b>	
	<b>Street Address:</b>	
	<b>City, State, Zip:</b>	
<b>Description of Work:</b> (e.g., janitor)	THIS FORM IS NOT APPLICABLE TO THE PROPOSAL	
<b>Description of Allegation and/or Violation:</b>	OF JD ATTORNEY & MESSENGER SERVICE	
<b>Disposition of Finding (attach disposition letter):</b> (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**EXHIBIT P**

**CONTRACTOR LIVING WAGE DECLARATION AND**  
**APPLICATION FOR EXEMPTION**

**MESSENGER SERVICES CONTRACT**



DAVID SANDERS, Ph.D.  
Director

**County of Los Angeles**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

April 6, 2004

John J. Diaz, President/CEO  
JD Attorney & Messenger Service  
2690 W. Pico Boulevard  
Los Angeles, CA 90006

Board of Supervisors  
GLORIA MOLINA  
First District  
YVONNE BRATHWAITE BURKE  
Second District  
ZEV YAROSLAVSKY  
Third District  
DON KNABE  
Fourth District  
MICHAEL D. ANTONOVICH  
Fifth District

Dear Mr. Diaz:

**APPROVAL OF LIVING WAGE EXEMPTION REQUEST**

The Department of Children and Family Services has reviewed your application for exemption to the Living Wage Program and supporting documentation (IRS Form 1065 and Form 941) submitted to our office. Your application for Exemption has been approved based on the information provided by your company.

Please note that your company will be required to immediately inform this Department of any change or situation that affects your exemption status, thereby subjecting your company to the requirements of the Living Wage Program.

If you have any questions, please call me at (213) 351-5685 or Elma Soto of my staff at (213) 351-5556.

Very truly yours,

Walter Chan, Manager  
Contracts Administration

WC:pk



**CONTRACTOR LIVING WAGE DECLARATION**

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Program). You must declare your intent to comply with the Program.

If you believe that you are exempt from the Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department. (IF WE ARE NOT EXEMPTED, THEN WE WILL COMPLY WITH LIVING WAGE PROGRAM)

Please check the option that best describes your intention to comply with the Program.

- I **do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **\$9.46 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract but will pay into the plan **less than \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$9.46 per hour** per employee.
- I **do have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract and will pay into the plan **at least \$1.14 per hour** per employee. I will pay an hourly wage of not less than **\$8.32 per hour** per employee.

Health Plan(s): \_\_\_\_\_

Company Insurance Group Number: \_\_\_\_\_

Health Benefit(s) Payment Schedule:

- Monthly
- Quarterly
- Bi-Annual
- Annually
- Other: \_\_\_\_\_  
(Specify)

PLEASE PRINT COMPANY NAME: JD ATTORNEY & MESSENGER SERVICE	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE: 	DATE: MARCH 12, 2004
PLEASE PRINT NAME: JOHN J. DIAZ	TITLE OR POSITION: PRESIDENT & CEO



COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation (RFP or IFB) is subject to the County of Los Angeles Living Wage Program (Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors may apply individually for consideration for an exemption from the Program. To apply, Contractors must complete and submit this form to the County by the date identified in the solicitation (RFP or IFB) document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the Program.

Company Name: <b>JD ATTORNEY &amp; MESSENGER SERVICE</b>			
Company Address: <b>2690 WEST PICO BOULEVARD</b>			
City: <b>LOS ANGELES</b>	State: <b>CA</b>	Zip Code: <b>90006</b>	
Telephone Number: <b>(323) 730-8888</b>	Facsimile Number: <b>(323) 730-8008</b>	Email Address: <b>jdams2001@yahoo.com</b>	
Awarding Department: <b>DEPARTMENT OF CHILDREN &amp; FAMILY SERVICES</b>			Contract Term: <b>5/1/04 to 4/30/07</b>
Type of Service: <b>MESSENGER SERVICES</b>			
Contract Dollar Amount: <b>\$647,604.00</b>			Contract Number (if any): <b>CMS 03-032</b>

**I am requesting an exemption from the Program for the following reason(s) (attach to this form all documentation that supports your claim):**

- My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) (attach IRS Determination Letter).
- My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
- Has less than \$1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - Is a technical or professional service that has less than \$2.5 million in annual gross revenues in the preceding fiscal year including the proposed contract amount.



**COUNTY OF LOS ANGELES  
LIVING WAGE PROGRAM**

**APPLICATION FOR EXEMPTION**

*Continued from previous page*

- My business has received an aggregate sum of less than \$25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.
- My business is subject to a bona fide Collective Bargaining Agreement (*attach agreement*); **AND**
- the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**
- the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

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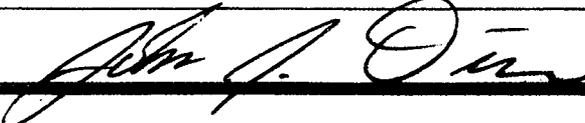


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**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct.**

PRINT NAME: JOHN J. DIAZ	TITLE: PRESIDENT/CEO
SIGNATURE: 	DATE: MARCH 12, 2004



**EXHIBIT Q**

**CONTRACTOR STAFFING PLAN**

**MESSENGER SERVICES CONTRACT**

**JOHN J. DIAZ d/b/a JD ATTORNEY & MESSENGER SERVICES**



DAVID SANDERS, Ph.D.  
Director

**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

**Board of Supervisors**

**GLORIA MOLINA**  
First District

**YVONNE BRATHWAITE BURKE**  
Second District

**ZEV YAROSLAVSKY**  
Third District

**DON KNABE**  
Fourth District

**MICHAEL D. ANTONOVICH**  
Fifth District

March 25, 2004

John J. Diaz, President/CEO  
JD Attorney & Messenger Service  
2690 W. Pico Boulevard  
Los Angeles, CA 90006

Dear Mr. Diaz:

**APPROVAL OF REQUEST TO USE PART-TIME STAFFING**

The Department of Children and Family Services (DCFS) has reviewed your justification and supplemental documentation to use full-time staff who will provide messenger services to DCFS part-time. Although your staff will only work for DCFS on a part-time basis, they are full-time employees who will work the remainder of the business day performing other duties for your company. We are approving your request based on the enclosed information provided by your company.

Please note that your full-time staff is still subject to the requirements of the Living Wage Program. If you have any questions, please call me at (213) 351-5685 or Elma Soto of my staff at (213) 351-5556.

Very truly yours,

Walter Chan, Manager  
Contracts Administration

WC:RR:PK

Enclosure

# JD ATTORNEY & MESSENGER SERVICE

2690 W. PICO BLVD. LOS ANGELES, CALIFORNIA 90006 TEL: 323 730-8888 FAX: 323 734-8008

March, 24, 2004

Mr. Walter Chan  
Department of Children and Family Services  
Contracts Administration  
425 Shatto Place Room 400  
Los Angeles, Ca. 90020

Attention: Ron Rios

RE: RFP for Messenger Services (CMS 03-032)

Dear Mr Rios:

We apologize for any confusion our proposed messenger service budget/staffing plan has caused.

Please be advised that all the persons listed in this plan are full time employees' of JD Attorney and Messenger Service. However, the hours listed in the proposed plan will be the hours allocated to this messenger service project.

Thank you for your attention.

Very truly yours,



John J. Diaz  
President/CEO



# JD ATTORNEY & MESSENGER SERVICE

2690 W. PICO BLVD. LOS ANGELES, CALIFORNIA 90006 TEL: 323 730-8888 FAX: 323 734-8008

March 31, 2004

Mr. Walter Chan  
Department of Children and Family Services  
Contracts Administration  
425 Shatto Place Room 400  
Los Angeles, Ca. 90020

Attention: Ema Soto

RE: RFP for messenger Service (CMS 03-032)

Dear Ms. Soto:

Pursuant to your request enclosed please find a copy of my Employer's Quarterly Federal Tax Return, Form 941, for the quarter ending December 31, 2003.

Please be advised that starting February of 2004, my company hired three additional workers as independent contractors who will not be performing any work for the messenger service nor will they be performing any work on our other telegram project involving the county of Los Angeles.

Thank you for attention and courtesy.

Very truly yours,



John J. Diaz  
President/CEO

cc: Ron Rios  
Encs:

# Employer's Quarterly Federal Tax Return

▶ See separate instructions revised January 2004 for information on completing this return.

Please type or print.

Enter state code for state in which deposits were made only if different from state in address to the right ▶  (see page 2 of separate instructions).

Name (as distinguished from trade name)  
**JOHN J. DIAZ**  
 Trade name, if any  
**JD ATTORNEY & MESSENGER SERVICE**  
 Address (number and street)  
**2690 W. PICO BL.**

Date quarter ended  
**DEC. 2003**  
 Employer identification number  
**95-4439303**  
 City, state, and ZIP code  
**LOS ANGELES, CA.  
 90006**

OMB No. 1545-0029

T
FF
FD
FP
I
T

If address is different from prior return, check here ▶

1	1	1	1	1	1	1	1	1	1	1	2	3	3	3	3	3	3	3	3	4	4	4	5	5	5
6	7	8	8	8	8	8	8	8	8	8	9	9	9	9	9	9	9	9	9	10	10	10	10	10	10

A If you do not have to file returns in the future, check here ▶  and enter date final wages paid ▶   
 B If you are a seasonal employer, see Seasonal employers on page 1 of the instructions and check here ▶

1	Number of employees in the pay period that includes March 12th ▶	1	7
2	Total wages and tips, plus other compensation (see separate instructions)	2	34434
3	Total income tax withheld from wages, tips, and sick pay	3	0
4	Adjustment of withheld income tax for preceding quarters of this calendar year	4	0
5	Adjusted total of income tax withheld (line 3 as adjusted by line 4)	5	0
6	Taxable social security wages	6a	34434
			x 12.4% (.124) =
	Taxable social security tips	6c	
			x 12.4% (.124) =
7	Taxable Medicare wages and tips	7a	34434
			x 2.9% (.029) =
7b			999
8	Total social security and Medicare taxes (add lines 6b, 6d, and 7b). Check here if wages are not subject to social security and/or Medicare tax ▶ <input type="checkbox"/>	8	5269
9	Adjustment of social security and Medicare taxes (see instructions for required explanation) Sick Pay \$ _____ ± Fractions of Cents \$ _____ ± Other \$ _____ =	9	0
10	Adjusted total of social security and Medicare taxes (line 8 as adjusted by line 9)	10	5269
11	Total taxes (add lines 5 and 10)	11	5269
12	Advance earned income credit (EIC) payments made to employees (see instructions)	12	0
13	Net taxes (subtract line 12 from line 11). If \$2,500 or more, this must equal line 17, column (d) below (or line D of Schedule B (Form 941))	13	5269
14	Total deposits for quarter, including overpayment applied from a prior quarter	14	0
15	Balance due (subtract line 14 from line 13). See instructions	15	5269
16	Overpayment. If line 14 is more than line 13, enter excess here ▶ \$ _____ and check if to be: <input type="checkbox"/> Applied to next return or <input type="checkbox"/> Refunded.		

- All filers: If line 13 is less than \$2,500, do not complete line 17 or Schedule B (Form 941).
- Semiweekly schedule depositors: Complete Schedule B (Form 941) and check here ▶
- Monthly schedule depositors: Complete line 17, columns (a) through (d), and check here ▶

17 Monthly Summary of Federal Tax Liability. (Complete Schedule B (Form 941) instead, if you were a semiweekly schedule depositor.)			
(a) First month liability	(b) Second month liability	(c) Third month liability	(d) Total liability for quarter
1756.00	1756.00	1757.00	5269.00

Third Party Designee Do you want to allow another person to discuss this return with the IRS (see separate instructions)?  Yes. Complete the following.  No

Designee's name ▶ \_\_\_\_\_ Phone no. ▶ ( ) \_\_\_\_\_ Personal identification number (PIN) ▶ \_\_\_\_\_

Sign Here Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature ▶ *John J. Diaz* Print Your Name and Title ▶ **JOHN DIAZ** Date ▶ *01-30-04*